

# **NEW YORK STATE DEPARTMENT OF HEALTH**

Request for Proposal

Division of Family Health  
Bureau of Early Intervention

RFP No 1212051104

## **Early Intervention State Fiscal Agent (SFA) Services Project**

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### **Schedule of Key Events**

RFP Release Date	January 31, 2013
Written Questions Due	4:00 pm ET, February 12, 2013
Response to Written Questions	On or about February 21, 2013
Proposals Due Date	4:00 pm ET, March 7, 2013

## **Contacts Pursuant to State Finance Law § 139-j and 139-k**

### **Designated Contacts:**

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contacts to whom all communications attempting to influence this procurement must be made:

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Pursuant to State Finance Law § 139-j(3)(a), the Department of Health also identifies the following allowable contacts for communications related to the following subjects:

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For further information regarding these statutory provisions, see the Lobbying Statute summary in Section E.15 of this solicitation.

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## **A. INTRODUCTION**

The New York State (NYS) Department of Health (Department), as the lead State agency for the Early Intervention Program for infants and toddlers with disabilities (EIP), is issuing this Request For Proposals (RFP) to procure a responsive and responsible contractor to provide State Fiscal Agent (SFA) services for the EIP. This procurement is being undertaken in accordance with New York State Finance Law.

The Department is authorized under Section 2557(5) of NYS Public Health Law (NYSPHL) to contract with one or more entities to act as a fiscal agent for the Department and municipalities with respect to fiscal management and payment of EIP claims. The statute requires municipalities<sup>1</sup> as local administrators for the EIP to grant sufficient authority to the Department's fiscal agent to act on their behalf. Further, municipalities and EIP providers must use the SFA for payment of early intervention claims as determined by the Department, and must provide information and documentation required by the Department and necessary for the SFA to carry out its duties.

### **Project Objective**

The purpose of this RFP is to obtain the services of a state fiscal agent to provide overall fiscal management and payment of claims EIP, including:

- receipt of EIP provider paper and electronic claims for services rendered under the EIP, including data files generated by EIP information management systems.
- submission of EIP provider claims to Medicaid and commercial insurers for payment.
- processing of response files and remittance advices and/or documentation supplied by providers with respect to payment, partial payment, and claims denied by third party payors.
- submission of EIP provider claims to municipalities, and payment of providers on behalf of municipalities, for claims associated with services rendered to uninsured children and for non-covered services.
- all other related SFA functions as defined in this RFP.

By implementing an SFA, the Department seeks to support the continuous improvement of the EIP by:

- ensuring efficient, effective and economical management of the EIP, including accurate and timely claims payment.
- maximizing third party recoveries to increase program revenues and reduce municipal expenses for the program.
- ensuring the integrity of EI fiscal processes and payments, ensuring that claims are paid correctly and that SFA processes adhere to Generally Accepted Accounting Principles (GAAP) preventing fraud and abuse in the EIP.
- providing a fiscal environment that is supportive of providers, municipalities and the State and that reduces administrative burden for municipalities and providers.
- enhancing analysis of program and service delivery effectiveness based on information provided related to claims payment.

The SFA will be expected to capitalize on the Department's investment of the development of a centralized information management system for the EIP, known as the New York State Early Intervention System (NYEIS) (described in Section B.6.); and, to manage claims processing

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<sup>1</sup> Defined in Section 2541 of NYSPHL as the 57 counties and New York City for purposes of the EIP.

originating from the Department's legacy data systems for the EIP, the Kids Integrated Data System (KIDS) and Early Intervention Fiscal System (EIFS), described in Section B.6.

Since the inception of the EIP, municipalities have had limited success in collecting third party reimbursement from commercial insurers. Payments made by commercial insurance account for less than 3% of total costs for EIP services, with the remaining costs covered by the Medicaid Program (approximately 40%), local tax levies, and State appropriations. A primary goal of this RFP is to increase revenues from commercial insurers by ensuring timely submission and adjudication of claims to commercial insurers for early intervention services included in Program participants' benefits packages. Performance targets and performance incentives to improve both Medicaid and third-party reimbursement will be built into the requirements of the contract for the awarded vendor. Requirements for financial responsibility and reimbursement are set forth in Section 2557 of NYSPL. Requirements for third party insurance and medical assistance program payments are set forth in Section 2559 of NYSPL which can be viewed at: [http://www.health.ny.gov/community/infants\\_children/early\\_intervention/regulations/title2.htm](http://www.health.ny.gov/community/infants_children/early_intervention/regulations/title2.htm).

(Note: Hereafter, all referenced Article II NYSPL sections can be accessed via this link.)

### **Scope Of Work**

The Department has an aggressive timeline for implementation and is seeking a fiscal agent that can rapidly customize its system and services to meet EIP business requirements and scope of work detailed in this RFP. Significant reforms to the EIP enacted with New York's State Fiscal Year (SFY) 2012-13 State Budget restructure the fiscal management and payment of early intervention claims and are scheduled to take effect beginning April 1, 2013. Aspects of the SFA must be operational by that date to implement new EIP requirements and assist the Department, municipalities and providers in managing and operationalizing EIP reforms.

Historically, municipalities have been responsible for contracting with State-approved EIP providers, arranging for services in children's and families' Individualized Family Service Plans (IFSP), paying provider claims for services rendered, and seeking recovery from the Medicaid Program and commercial third party payors for EIP services covered in children's health plans. The Medicaid program covers all EIP services for Medicaid-enrolled children at reimbursement rates set for the EIP by the Department. Commercial insurers are not obligated to pay at State rates.

Under the new statutory requirements, EIP providers must directly submit claims for EIP services to commercial insurers and the Medicaid Program, through an SFA, prior to submission of claims to municipalities for payment of such services. The SFA needs to be operational by April 1, 2013, for use by EIP providers in billing these third party payors for covered services rendered to children and families in the EIP.

Municipalities will continue to be responsible for direct payment of provider claims for children from January 1 through March 31, 2013. The SFA will be required to supply municipalities with complete information about all claims adjudicated by commercial insurers and the Medicaid Program (including payments, partial payments, and denials) and the outstanding balance owed to EIP providers, who are required to be reimbursed at rates set for the EIP by the Department. At the discretion of the municipality, the municipality may request the Department and its SFA to process and pay provider claims to the municipality for non-covered services and services delivered to non-covered children during this transitional period.

As of April 1, 2013, the SFA must be positioned to assume full responsibility for fiscal management and payment of EIP claims. The SFA must also be positioned to maintain data and produce reports related to provider claiming and reimbursement from third party payors (including the Medicaid Program), calculate municipal payment shares, and prepare municipal vouchers for submission to

the Department for reimbursement of the State's share of the cost of early intervention services. The SFA must initiate all banking, accounting functions and customer support functions. The SFA must assume responsibility for payment of all provider claims, with the exception of claims from commercial insurers, including claims currently processed through the KIDS and EIFS legacy data systems. The implementation of NYEIS, which includes many aspects of financial processing for the EIP, is expected to facilitate rapid SFA implementation.

## **B. BACKGROUND**

### **1. Overview of the Current Early Intervention Program**

The EIP is authorized under Part C of the Federal Individuals with Disabilities Education Act (IDEA). The EIP provides a range of therapeutic and supportive services for eligible children with disabilities, ages birth through two years, and their families. The mission of the EIP is to identify and evaluate, as early as possible, those infants and toddlers whose healthy development is compromised and provide for appropriate intervention to improve child and family development.

The program is the largest in the nation, providing services to over 70,000 eligible children and their families annually with expenditures of approximately \$700 million. The Department is designated in NYSPHL as the State's lead agency for the program and is responsible for administration and oversight of all aspects of the service delivery system. The Department's Bureau of Early Intervention (BEI) handles State-level administration and monitoring of the EIP. Among its many duties relevant to this procurement, the BEI is responsible for approving providers to deliver early intervention services and as of January 1, 2013, for executing State-level agreements with providers to participate in the EIP and ensuring sufficient capacity and availability of qualified professionals to evaluate and provide services to eligible children and their families. The BEI is also responsible for implementing a system of payments for early intervention services, including the use of Medicaid and commercial insurance, and for processing of municipal claims to the State for reimbursement of costs associated with early intervention services.

All EIP services must be delivered at no cost to participating children and families, and there is no means test for program eligibility. EIP service expenditures are funded through State, municipal and third party payers, including commercial insurers and Medicaid. New York State's Medicaid plan covers all early intervention services, including service coordination and evaluation services, for children enrolled in Medicaid. Early intervention costs not covered by third party payors are a charge upon the municipality in which the child resides in the first instance. The State is obligated to reimburse municipalities for 49% of costs not covered by third party payers, in accordance with requirements in Section 2557(2) and (3) of NYSPHL. EIP reforms enacted with the SFY 2012-13 budget provide the Department with the authority, subject to approval of the NYS Division of Budget (NYSDOB), to reduce the lag for state reimbursement and increase the State share of costs for early intervention services.

Locally, the program is administered by municipal public agencies designated by each of the 57 counties and New York City. Municipalities are responsible for ensuring all potentially eligible children are identified, located, and evaluated to determine eligibility for the EIP; collaborating with parents, evaluators/providers, and service coordinators to develop an IFSP which specify the goals and outcomes to be achieved through the provision of early intervention services and services necessary to achieve those outcomes; and, authorizing early intervention services contained within IFSPs.

As stated before, under EIP reform, beginning April 1, 2013, municipalities will no longer contract and arrange for services by EIP providers; rather, municipalities will be responsible for monitoring the implementation of IFSPs by service coordinators (case managers) to ensure services are arranged for and delivered in accordance with children's and families' plans.

## **2. Early Intervention Program Reimbursement Methodology**

Early intervention services are delivered and reimbursed using a taxonomy of services that classifies the full range of individual and group services, providing uniform prices for each service regardless of provider discipline or type. The Department has established geographically adjusted regional prices, subject to the approval of the NYSDOB for each of the following service categories:

- screening
- core evaluation, composed of a developmental assessment and family assessment
- supplemental physician evaluation (in-depth assessment of physical health)
- supplemental non-physician evaluation (in-depth assessment in a specified area of developmental need)
- service coordination (case management)
- basic home- and community-based visit
- extended home- and community-based visit
- facility-based individual visit
- parent child group
- basic group development intervention
- enhanced group development intervention
- basic group development intervention with a one-to-one aide
- enhanced group development intervention with a one-to-one aide
- family support group

The current reimbursement methodology and uniform payment schedule is comprised of discrete prices that apply to both Medicaid and non-Medicaid children. The current approved uniform payment schedule is included as EIP business rules relating to payment of claims are specified in Subpart 69 of Title 10 of New York Codes, Rules and Regulation (10 NYCRR) which can be accessed at [http://www.health.ny.gov/regulations/nycrr/title\\_10/](http://www.health.ny.gov/regulations/nycrr/title_10/).

## **3. EIP Provider Approval and Provider Agreements**

The BEI is responsible for establishing standards for providers and for approving and periodically reapproving providers that meet Department standards. Agency providers are entities which employ qualified personnel, and may contract with individual providers or other agencies which are approved by the Department for the provision of EIP evaluations, service coordination, and/or early intervention services. Agency providers include both non-profit and for-profit providers, some of which are also licensed or approved by the Department or other State agencies to deliver health and human services and/or educational programs, including diagnostic and treatment centers under Article 28 of NYSPHL (<http://www.health.ny.gov/facilities/hospital/regulations/>), home care providers under Article 36 of NYSPHL, preschool special education programs under Section 4410 of NYS Education Law, and clinics/services under Article 16 and Article 31 of the NYS Mental Hygiene law.

Individual providers are persons who hold state approved or recognized certificates, licenses, or registrations in one of the disciplines defined at 10 NYCRR 69-4.1(ak) as qualified personnel.

There are currently approximately 21,693 individuals and 1,078 agencies approved as providers. Of those, 1,078 individuals and 527 agencies have a contract with counties and are anticipated to enter into an agreement with the Department by April 1, 2013. The Department estimates an additional 13,000 approved individual providers are delivering EIP services through one or more contractual relationships with an EIP agency provider.

To be eligible for payment under the EIP, providers must be approved by the Department to provide early intervention services and through April 1, 2013, must also be under contract with one or more municipalities to deliver early intervention services. Under amendments enacted to NYSPHL as part of the SFY 2012-13 State Budget, municipal contracting authority is eliminated as of that date, and these contracts will be replaced by State-level agreements between the Department and approved EIP providers. The Department has the authority to enter into agreements with providers beginning January 1, 2013, and is currently in the process of establishing these agreements with EIP providers to ensure continuity of care for children and families a smooth transition for providers from local contracts to State agreements.

The Department is establishing a two-tiered provider approval and agreement process which recognizes the various business experience and professional skill sets of agency and individual providers is proposed.

- All providers will be required to enter into a Basic Agreement requiring them to comply with State law and regulations and Department coordinated standards and procedures for the EIP.
- Providers who wish to accept early intervention service authorizations and submit claims for services rendered will be required to enter into an additional Payee Provider Agreement with additional obligations pertaining to Department fiscal requirements and standards.

EI service authorizations can only be issued to those individuals and agencies which have a Basic and Payee Provider Agreement with the Department. Individual providers who have a Basic Agreement can contract with agencies who have both agreements (Basic & Payee Provider) in place.

#### **4. Medicaid and Commercial Insurance Reimbursement in the EIP**

Maximizing third party payments, including Medicaid and commercial insurance, is an important founding principle of both IDEA and NYSPHL requirements governing the Early Intervention Program. IDEA requires the state lead agency for the EIP to identify and coordinate all available resources for early intervention services within the state, including those from federal, state, local, and private resources (provisions at Section 2543, 2552, and 2559 of Title II-A of Article 25 of Public Health Law –

[http://www.health.ny.gov/community/infants\\_children/early\\_intervention/regulations/title2.htm](http://www.health.ny.gov/community/infants_children/early_intervention/regulations/title2.htm).)

Approximately, 39,600 children are covered by Medicaid in New York State. Approximately, 30,700 number have other third party coverage. Of those that have commercial insurance, approximately 43% have insurance that is regulated through NYS.

New York State's Medicaid State Plan provides full coverage for service coordination (case management) and evaluation services as needed to determine program eligibility, as well as all early intervention services delivered to Program-eligible children and their families.

When the child's insurance policy is subject to NYS Insurance Law, the following protections are afforded to parents when insurance is used to reimburse covered services provided under the EIP:

- Co-payments and deductibles are a charge upon the municipality in the first instance, with State reimbursement for 49% of these costs.
- A commercial insurance policy is prohibited from excluding coverage for otherwise covered services solely because the services constitute EIP services.
- Payment for EIP services cannot be applied to the lifetime and annual monetary caps on the child/family's insurance policy.
- The visit limitations for covered services may apply to early intervention services; however, use of covered services cannot reduce the number of visits otherwise available under the plan (e.g., if the policy covers 10 visits of physical therapy, and the county is reimbursed for 10 visits of physical therapy used for the purposes of early intervention, the child/family will continue to have 10 visits available for health care purposes – such as services required after an injury).
- Insurance is not obligated to be billed when it has been established that the commercial insurer is not prohibited from applying payment for early intervention services to an annual or lifetime limit specified in the insurance policy and will apply such payment to a lifetime or annual limit (i.e., insurers or insurance policies that are not subject to New York Insurance Law), unless the parent consents to use of insurance for early intervention services.

EIP services typically covered to some extent by commercial insurance are:

- Physical therapy
- Occupational therapy
- Speech therapy
- Audiology
- Evaluation Services
- Assistive technology devices (e.g., durable medical equipment, prosthetics, orthotics, braces, hearing aids)
- Mental Health Services, including psychological and clinical social work services
- Nursing Services

Certain EI services not likely ever to be covered in a child's benefit plan (including but not limited to special instruction and service coordination services) are not required to be billed to commercial insurance payors.

Current NYSPHL and regulation requires parents to provide and the municipal Early Intervention Official (EIO) obtain information on any insurance plan under which an eligible child has coverage. EIOs require an eligible child's parent to furnish the parents' and eligible child's social security number for the purposes of the Department's and municipality's administration of the Program. Under EIP reforms enacted with the SFY 2012-13 State Budget, as of January 1, 2012, NYSPHL obligates parents to provide the municipality and service coordinator with information on any insurance policy, plan, or contract under which an eligible has coverage and a written referral from a primary care provider as documentation of the medical necessity of early intervention services. In addition, parents must provide the municipality and the service coordinator with a written referral from a primary provider as documentation, for eligible children, of the medical necessity of early intervention services.

Historically, only municipalities have been subrogated, to the extent of the expenditures by the municipality for early intervention services provided to a child and family, to the insurance policy covering the child, upon receipt of prior notice of the intent to subrogate by the insurer. Effective January 1, 2013, both the municipality and the child's provider will be subrogated, to the extent of expenditures by the municipality or for early intervention services furnished to an eligible child and family. Providers will be required to submit the subrogation notice, to the insurer or plan

administrator, of his or her intent to exercise the right of subrogation upon assignment as the early intervention service provider for the child. Insurers, upon receipt of a notice of subrogation, are required under Section 3235-a(c) of NY Insurance Law <http://public.leginfo.state.ny.us>, to provide the municipality and the child's service coordinator with information on the extent of benefits available to the child under his or her insurance policy. Insurers must provide the benefit information within 15 days of receipt of a written request and notice authorizing the release of this information.

## 5. Claims Volume

The following provides EI claiming data for two recent program years. These data represent the most complete data available on EIP claims. For EIP purposes, program year is defined as July 1-June 30.

Program Year <sup>1</sup>	EI Claims	Claims by Non-Municipality Providers	Claims by Municipality Providers	Claims submitted to Medicaid	Claims Denied or Rejected by Medicaid	Claims Submitted to Commercial Insurance	Claims Denied or Rejected by Commercial Insurance
2008-09	8,970,663	8,665,276	305,387	4,489,068	833,773	1,838,208	1,472,819
2009-10	9,485,140	9,207,813	277,327	4,936,919	806,150	2,182,188	1,704,543

## 6. EIP Data Systems

There are two data management systems that support EIP operations at the State and local level: the Department's legacy Kids Integrated Data Management System (KIDS) and associated State-level provider and claiming databases, available exclusively to municipality and State users; and, the NYEIS, a centralized, web-based data system that supports municipal, provider, and State program operations. Each of these are described briefly here and in more detail in Attachment A.

### a. KIDS

The Department supplies municipalities with a software application and database built in DOS-based Foxpro, known as KIDS, to capture and report demographic, service, and payment information to the State and for use in generation of paper claims to commercial insurers and electronic claims to the New York State Medicaid program claims processing system eMedNY, the Medicaid management information system. KIDS can be used to generate electronic claims for submission to the Department for reimbursement of the State share (49%) of payment for early intervention services. Historically, all municipalities, with the exception of New York City, use the billing and claiming components of KIDS. New York City uses a contractor for its provider payment and claiming processes. In addition, there are approximately eight municipalities that use a fiscal agent to manage their claiming procedures, but use KIDS for claims processing.

KIDS is a distributed data system. Data are collected locally using KIDS and submitted to the Department five times per year. The Department maintains and regularly updates its state-level database on the EIP, using data submitted by municipalities. This state-level database is used by the Department for program management purposes and to comply with Federal and State reporting requirements. Municipalities submit their claiming data through the Department's secure electronic interface.

In addition to KIDS, the Department maintains an Early Intervention Fiscal System (EIFS), Oracle software application, which is used to process all claims submitted by municipalities for State reimbursement. In accordance with State law, municipalities must submit claims for payment within two years of the date of service.

**b. NYEIS**

NYEIS is a centralized, Web-based, system that electronically manages EIP administrative tasks and provides for the exchange of information among municipalities, EIP providers, and State administrators. The system is designed to support the EIP's service delivery, financial, administration and management activities at both the local and State levels. These activities include initial intake, evaluation, eligibility determination, IFSP development, service provision, and all financial aspects including provider claiming to municipalities and municipality claiming to commercial insurers and Medicaid.

NYEIS meets all mandated requirements of the Health Insurance Portability and Accountability Act (HIPAA), Family Education Rights and Privacy Act (FERPA), Individuals with Disabilities Education Act (IDEA), Article 25 New York State Public Health Law ([http://www.health.ny.gov/community/infants\\_children/early\\_intervention/regulations/title2.htm](http://www.health.ny.gov/community/infants_children/early_intervention/regulations/title2.htm)), and Medicaid requirements.

Beginning September 2010 and concluding September 2011, municipalities were incrementally launched in NYEIS for newly referred children only. With the exception of New York City and Schoharie County, all data for children referred to the EIP prior to a municipality's launch date currently remain in KIDS. New York City migrated children from KIDS into NYEIS and exclusively uses NYEIS for local administration of the EIP.

All municipalities will have launched in NYEIS as of the posting of the RFP. A full description of NYEIS is available at the Department's system integrator contractor's website, at [www.cma.com/nyeis/NYEarlyInterventionInformation.html](http://www.cma.com/nyeis/NYEarlyInterventionInformation.html).

Distribution of Active Children and Claims in KIDS and NYEIS

The following data present the distribution of active children and claims in the KIDS and NYEIS data systems, respectively:

Children Enrolled in Early Intervention  
Between July 1, 2010 and June 30, 2011

Data Source*	Children Enrolled
KIDS	53,197
NYEIS	1,561
Both	17,953
Total	72,711

Enrolled (PY10-11)  
KIDS data as of August 31, 2012  
NYEIS data as of October 18, 2012

Children Enrolled in Early Intervention  
Between July 1, 2011 and June 30, 2012

Data Source*	Children Enrolled
KIDS	28,211
NYEIS	20,206
Both	20,724
Total	69,141

Enrolled (PY11-12)

KIDS data as of August 31, 2012

NYEIS data as of October 18, 2012

KIDS/EIFS Claim Volume for EI Services

Program Year of Payment <sup>1</sup>	EI Claims	Claims by Non-Municipality Providers	Claims by Municipality Providers	Claims Submitted to Medicaid <sup>2</sup>	Claims Denied or Rejected by Medicaid	Claims Submitted to Commercial Insurance <sup>2</sup>	Claims Denied or Rejected by Commercial Insurance
2008-2009	8,970,663	8,665,276	305,387	4,489,068	833,773	1,838,208	1,472,819
2009-2010	9,485,140	9,207,813	277,327	4,936,919	806,150	2,182,188	1,704,543
2010-2011 <sup>3</sup>	8,755,966	8,533,737	222,229	4,524,577	496,323	1,981,935	1,587,868
2011-2012 <sup>3</sup>	4,630,764	4,556,450	74,314	2,317,293	288,539	918,898	737,429

Footnotes

1. The program year of a claim is based on the date that the municipality paid the provider.

2. The totals of claims submitted to Medicaid and private insurance are counts of distinct claims. KIDS/EIFS does not capture the necessary data to determine how many times each claim was submitted to these payors.

3. Claims for Program Years 2010-2011 and 2011-2012 are currently incomplete due to the two-year EI claiming limit, and some EI claims for these Program Years were entered and processed in NYEIS. See NYEIS data below.

NYEIS Claim Volume for EIP Services

Program Year of Payment <sup>1</sup>	EI Claims	Claims by Non-Municipality Providers	Claims by Municipality Providers	Claims submitted to Medicaid	Claims Denied or Rejected by Medicaid	Claims Submitted to Commercial Insurance	Claims Denied or Rejected by Commercial Insurance
2010-2011 <sup>2</sup>	18,460	6,478	11,982	10,321	2,690	2,506	1,894
2011-2012 <sup>2</sup>	1,523,269	1,467,262	56,007	631,954	144,178	26,135	52,883

Footnotes:

1. The program year of a claim is based on the date that the municipality paid the provider.

2. Claims for Program Years 2010-2011 and 2011-2012 are currently incomplete due to the two-year EI claiming limit, and some EI claims for these Program Years were entered and processed in NYEIS. See NYEIS data below

**C. DETAILED SPECIFICATIONS**

**1. Statement of Work**

The information provided in this RFP presents the Department's current understanding of the business processes and may contain errors and/or omissions that were not identified. While the Department has made its best effort to avoid errors and/or omissions, it is not responsible for any damages arising from the use of the information. For the purposes of this RFP, the use of the terms

“shall”, “must” and “will” are used interchangeably. The contractor’s responsibility is to ensure that the project remains within budget and resource allocations, and adheres to the development and operational schedules, while maintaining the quality of the products and deliverables.

The purpose of this RFP is to establish a SFA for the Department and municipalities with respect to fiscal management and payment of early intervention claims. The selected vendor must provide all functionality for all SFA services specified in this RFP. The system must support HIPAA version 5010 and the International Classification of Diseases ICD-9 and ICD-10 Coding System. The contractor and the Department will continually keep each other informed of and implement all new industry wide changes, such as those related to HIPAA electronic transactions and security provisions and Medicaid Program requirements, and ensure that EIP fiscal management and claiming services are updated to reflect those industry wide changes.

SFA services must conform to all applicable Federal and State laws and regulations. The contractor must be aware of and address all changes necessary for compliance with Medicaid, including Medicaid rate changes involving retroactive recoupment and payments, as well as commercial insurance requirements, and make any necessary changes to conform with those changes. All conformance changes must be made in a timely manner as determined by the Department. The SFA must adhere to strict payment controls that ensure that claims are paid accurately and in conformance with requirements and with GAAP. The selected contractor must implement an operations infrastructure able to support EI claim volume with sufficient flexibility to rapidly adapt to meet the changing needs of the EIP, including changes in reimbursement.

The Department seeks a contractor who can rapidly implement and adapt existing infrastructure and services to address EI business processes outlined in this RFP. The complexities involved in the wide variety of financial transactions required to support the EIP, which may be based upon Federal and State laws and regulations, may require functionality that is not available in a vendor’s system. If required functionality is identified that is not available in the SFA’s current system and processes, the vendor must be able to rapidly develop an integrated solution that conforms to system development lifecycle industry standards and is acceptable to the Department, the specific time frame described by the Department. The SFA must provide financial management functions and information for the EIP and interface to the new NYS Statewide Financial System (SFS). Standard and specific financial reports and ad hoc reporting capability are expected as part of the proposed solution.

Because SFA services will be significantly reliant on information and functionality from both the recently launched NYEIS system and the KIDS legacy data system, the selected vendor will be required to closely partner with the Department and the Department’s current NYEIS contractor on all aspects of the SFA operations. The SFA will also be expected to collaborate with the Department and its NYEIS contractor to establish a seamless linkage for municipal and provider users in data and information exchange between NYEIS and SFA for claims processing systems for fiscal management and reporting purposes.

The SFA must use “Best of Breed” commercial-off-the-shelf (COTS) products for project management and system development lifecycle. For purposes of this RFP, COTS products solutions are those products that can be licensed and utilized by multiple industries, are commercially available from a third party, and provide a common solution throughout the application. The Department, at its discretion, may require the SFA to use DOH or NYS enterprise wide management tools and data repositories. The contractor must make critical project management products, such as the Project Management Plan, available online in a Department repository with full read access to the most current version and all historical iterations. The Department will, at its discretion, share

appropriate and necessary information related to the Project Management Plan, to the Department's contractor staff and other key stakeholders.

## **2. Scope of Services**

### **a. Overview of SFA Operations**

The SFA, when fully implemented and operational, will be responsible for all fiscal management and payment of EIP claims on behalf of the Department and municipalities. The following is a brief summary, also depicted in Attachment B in graphic format, of the model the Department envisions for SFA operations when fully implemented on April 1, 2013.

- The SFA will be required to accept claims from State-approved EIP providers via HIPAA-compliant electronic transactions (837 files submission) and paper claims from a limited number of providers and to use child enrollment and service provider authorization data files exported from the KIDS legacy system and NYEIS data systems.
- The SFA will be required to submit claims for covered services to public and private insurers, including Child Health Plus and the Medicaid Program, on behalf of EIP providers, and for subsequent adjudication.
- It is expected that commercial insurers will transmit payments directly to providers, and submit remittance advices to the SFA for processing of claims status data and EIP adjudication.
- The SFA will act in the capacity of a Service Bureau for providers for claims submission and processing to the Medicaid Program.
- The SFA will be responsible for working with providers to successfully adjudicate payable claims with all third party payors, including overseeing and facilitating resubmission of claims with workable denials (e.g. inaccurate information, etc.) for payment.
- The SFA will manage the responsibility for procurement of all Assistive Technology Devices (ATD)/Durable Medical Equipment (DME), including obtaining authorizations from Medicaid and insurer for ATD/DME equipment covered by those payors, coordinate with the provider or municipality to obtain bids on ATD devices not considered DME/not covered by insurers/Medicaid, and issue purchase orders to vendors to purchase equipment and seeks reimbursement from insurance, Medicaid where applicable.

As discussed previously, the Medicaid Program provides full coverage for all EIP services, and payment by Medicaid is payment in full to EIP providers. Commercial insurers are not obligated to pay for EIP services at the State-set price, nor are insurers required to pay for services that are not covered benefits. Commercial insurers are permitted to apply utilization review, medical necessity, and other applicable requirements in adjudicating claims. The difference between payments made to providers by commercial third party payors and Child Health Plus, and the amount owed to the provider based on the State's uniform payment schedule of discrete prices for EI services, if any, will be paid by the SFA on behalf of municipalities and the State. In addition, denied claims by commercial payors and Child Health Plus for non-workable provider claims (e.g., medical necessity, not a covered service) will be paid by the SFA on behalf of municipalities and the State.

The SFA will make regularly scheduled payments to EIP providers for the cost of EIP services owed by municipalities and the State (any costs not covered by the Medicaid Program, Child Health Plus, and commercial payors). Municipalities continue to be responsible for payment in the first instance for children who reside in the county and those children in temporary residences for whom the county is fiscally responsible in accordance with Section 2558 of NYSPHL. The Department is responsible for reimbursement to municipalities for 49% of uncovered costs and in accordance with

timeframes established in NYSPHL Section 2557. The Department has the authority to increase the timeliness and amount of reimbursement to municipalities for the State share of EIP costs with savings accrued through implementation of EIP reforms, including savings accrued through increased third party revenues resulting from implementation of the SFA.

The SFA will be required to use the Department's financial institution escrow collection account for the collection of funds from municipalities to pay providers and required to use the Department's financial institution escrow disbursement account from which payments will be disbursed by the financial institution to the provider for payment owed by municipalities for services rendered. The SFA will be required to submit a report every two weeks, in a format prescribed by the Department, on payments owed for non-covered EIP services to municipalities to initiate a funds transfer into the collections account to cover payments to providers. The SFA will be required to generate payments to providers every other week (i.e., 26 payments per year) for EIP services costs covered by municipalities and the State.

The SFA will be responsible for preparing reports every two weeks for DOH on the amount of State share reimbursement owed to municipalities (currently 49%) accruing through payments to providers. The Department will contribute the State share of the cost of services for reimbursement to municipalities, identified through these reports, in accordance with timeframes specified in Section 2557 of NYSPHL, or more frequently or in greater amounts as determined by the Department with approval of the DOB. The SFA will be responsible for processing municipal vouchers to the State and for reimbursing municipalities for the State share of the costs of early intervention services.

The SFA will be responsible for oversight and auditing of provider claims to ensure provider claims are valid, contain required information to claim third party payors, and adequate documentation exists of services rendered to verify payment owed to providers.

The SFA will be required to maintain a data warehouse of all claiming data and associated metadata to readily enable linking to child enrollment and service data maintained by the Department, and will be responsible for producing and supplying reports required by providers, municipalities, and the Department for program operations and fiscal management purposes, described in Section D. Report formats and time lines will be described by the Department.

## **b. Transition from Current Business Practices to SFA Operations**

The SFA must have the capacity to provide immediate fiscal management and claiming services for the EIP, including management of the transition from the current municipal administered provider payment and third party payors system for EIP services, to a fully operational SFA by April 1, 2013. Two specific challenges must be addressed to ensure a successful transition to new business operations for municipalities and EIP providers, and continuity of EIP services for children and families.

First, the EIP reforms enacted with the SFY 2012-13 State Budget include a phase-in of the use of SFA for EIP fiscal management and claiming between January 1, 2013 and March 31, 2013. For this interim time period municipalities will continue to process providers claims for services rendered to EIP children with State-regulated public and private health care coverage. Municipalities are not obligated to use the SFA for EIP fiscal management purposes until April 1, 2013.

The SFA will be required to collaborate with the Department, its EIP systems contractor, and municipalities to implement the transition from current business practices to a fully functioning SFA

by April 1, 2013. The Department intends to work with the SFA to ensure payments to providers are maintained for services rendered and to maximize third party payer reimbursement.

Second, as described in Section B.5. above, there are two data management systems for the EIP which currently support programmatic and fiscal administration of the EIP: the legacy KIDS Data System and the recently implemented NYEIS. The SFA must have the capacity to provide immediate fiscal management and claiming services for the EIP using validated provider claims data from NYEIS, and provider paper and electronic claims submitted for services rendered to children whose child records are in the KIDS legacy system. Specifically, the SFA will be required to:

- Collaborate with the Department and municipalities to import KIDS data for provider claims validation, including:
  - Support municipalities and providers in continuing paper-based and decentralized legacy KIDS-based evaluation and service authorization functionality until children are closed from the EIP.
  - Facilitate ongoing export of KIDS services authorization data from municipalities to the SFA, including the utilization of the Department's secure electronic interface to receive municipalities KIDS data and create a centralized KIDS file.
  - Receive and process from providers paper or electronic claims for services rendered to children whose data remains in KIDS.
  - Utilize a secure electronic interface for municipalities to export KIDS data and create a centralized KIDS file.
  - Accept paper and electronic claims through secure electronic interface for legacy children in KIDS.
  - Verify on the NYEIS provider management file that the authorized and rendering providers of service on a claim are approved and in agreement with the Department to participate in the EIP on the date of services.
  - Perform basic editing of the claim against the imported KIDS case management and fiscal data to ensure the child is eligible on the date of service; that the service is authorized; that there is no duplicate claim in NYEIS or KIDS history, etc.
- Collaborate with the Department to develop a data base for legacy claims which will have a "claims history" that links the claim over time and can be merged with all other claims on the SFA system to provide an overall picture of the Program's fiscal operations. This would include importing data from the Department's Early Intervention Fiscal System (EIFS) data, which processes claims submitted by municipalities for State reimbursement, for use in duplicate claims checking; and, work with the Department to decommission EIFS from use.
- Collaborate with the Department, its NYEIS contractor to decommission the financial components of NYEIS and migrate fiscal data to the SFA. This will include ongoing transmission of data to the SFA as legacy NYEIS claims complete the claiming cycle. The following functionality will be retained in NYEIS for ongoing use in administering the EIP and from which data will be available to the SFA for use in claims processing:
  - Child referral and enrollment, including capture of child and family demographic information
  - Evaluations
  - Individualized family service plans and service authorizations
  - Provider management, including approval and agreement status

- Provider claims submission (both manual entry directly into NYEIS and importing of electronic provider claims submitted to the SFA for processing)
  - Validation of provider claims against EIP business rules and edit checks
  - Staging of validated claims data to the SFA for third party claims creation and submission
  - Collection of child third party insurance information
  - Performance of Medicaid eligibility checks and collection of Client Identification Numbers (CINS) for migration to the SFA
  - Case management reports
- Collaborate with the Department's effort to develop integrated case management and fiscal reporting functionality for authorized EIP system users. The goal is to provide "one-stop" shopping through the DOH/EIP system infrastructure for the authorized EIP community to obtain linked and integrated data and reports associated with children's complete program and fiscal records.
  - Customer Support – training, help desk, internet, and context sensitive help within user interface.

The SFA must develop and provide a system implementation strategy, detailing its approach to managing this transition and full implementation and operation of the SFA. To be ready for implementation, the selected contractor must satisfy all requirements specified in this RFP.

### **3. Detailed Description of SFA Operations Requirements**

The contractor must perform all functions necessary to operate SFA services in accordance with requirements in this RFP. It must ensure that transactions and payments are processed in an accurate and timely manner; reliable and actionable reports and other information are produced that allow the Department and other stakeholders to monitor SFA services and contractor performance; and manage the interactions and relationships with providers and municipalities related to the functions of the SFA. The contractor must operate, maintain, and enhance the SFA operation and perform all operational responsibilities described in this RFP over the life of the contract. Performance must meet or exceed all service levels defined in Attachment C- Service Level Agreements (SLA), and be in compliance with the Performance Management Plan approved by the Department. Throughout the life of the contract, the contractor must fully cooperate with Department staff and Department contractors assigned to the project.

The SFA will be required to accept paper and electronic claims from EIP providers for processing into the NYEIS system, where routine editing and payment calculation will take place. The NYEIS contractor will continue to perform the functions described in Section C.2.b. and will export validated provider claim data and calculated payment amounts, to the SFA, including the child's Medicaid eligibility and commercial insurance information. The selected contractor for SFA services will be required to review editing currently provided within NYEIS and make recommendations to the Department related to additional editing that should take place within the SFA system. See Attachment D for a list of NYEIS edits.

New pricing methodologies may be adopted by the Department to accommodate changes required by State law and regulation. The SFA must have the capacity to design a solution that will both encompass the current pricing structure in NYEIS and KIDS and be flexible to support future changes in rates or method of payment in these systems with minimum programming changes.

The SFA will assume responsibility for claiming, including: an aggressive effort to obtain payment from public and private insurers; provider payment; any necessary recoupment and adjustments in

payments; reconciliation and accounting functions; issuance of 1099s; fiscal agent support via a call center and web portal; and, fiscal reporting and other functions as defined in this RFP. The SFA will be required to make timely and accurate changes in reimbursement, as well as in response to other policy or program changes as required by the Department over the life of the contract.

#### **a. Public and Commercial Insurance Billing Requirements**

The SFA must electronically claim accurate and timely reimbursement from commercial insurers.

The SFA will generate HIPAA 5010 compliant 837P transactions to claim to commercial insurance.

The SFA will develop CMS 1500 paper claim forms and mail them to insurers that are not yet able to accept electronic billing.

The SFA will establish any trading partner agreements as necessary with providers rendering services that are required to bill insurance on their behalf. The Department will permit the SFA to use a clearinghouse for third party claiming, however, any costs associated with use of a clearinghouse must be clearly described and identified in the proposed bid.

As part of EI reform, commercial insurers will be required to directly reimburse EI providers. The SFA will accept and reconcile electronic response and remittance files (e.g., 999, U277, 835) from commercial insurers and/or the provider.

If commercial insurance payment is less than the EI State established rate for the service, the SFA will issue a payment to the provider for an additional amount up to the payment amount for the claim. The SFA must reconcile payments to ensure that commercial insurance payments and SFA payments for a service can be linked to the original claim.

Parents will not be required to pay for deductibles and copayments. If the child is covered by commercial insurance and Medicaid, the claim will be processed first through commercial insurance and then processed through Medicaid for the remaining balance, with the claim indicating commercial insurance reimbursement.

For claims that indicate the child is eligible for Medicaid on the date of service, the SFA must convert the claim to a HIPAA 5010 compliant format and bill Medicaid. The Medicaid payment will be made to the authorized provider rendering the service, which will be considered payment in full. The SFA will accept the electronic Medicaid 835I response and remittance files for reconciliation in the SFA.

The SFA must closely monitor and track the status of claims submitted to Medicaid and third party insurers and follow up on claims that have not been fully adjudicated. The SFA will review Medicaid and commercial insurance claims rejections and denials to determine those claims that are workable. The SFA will interact with the municipalities and providers as necessary to make changes in claiming that resulted in claims rejections and denials. The SFA will manage the resubmission of provider claims to third party payors. The SFA will interact with insurers to address inappropriate rejections, denials or underpayments as defined by the Department.

It is expected that the SFA will be aggressive in pursuing Medicaid and commercial insurance payments to offset EIP costs. The SFA will be responsible to recoup any EI payments that an insurer inappropriately sent directly to EI families. by commercial insurers.

It is the Department's intent to establish performance targets and incentives with the selected contractor by during the first year of the contract. The first year of the contract will establish a baseline with the caveat that the Department anticipates that in the first year that a minimum of 3% of EIP expenditures will be paid by commercial insurance.

The SFA should review the claims editing process and patterns of results from editing to determine potential issues and propose any additional editing that can take place at the NYEIS, KIDS or SFA level to improve fiscal integrity of claims processing. The Department will focus on cost-avoidance through improvements in claims.

The SFA will facilitate the submission of notices by the provider to the insurer or plan administrator of the provider's intent to exercise the right of subrogation, upon assignment of the provider to deliver early intervention services to a child and family.

#### **b. Claims Adjudication and Payment Operational Requirements**

On a daily basis, the SFA will accept a file of validated claims from NYEIS that includes payment information and information related to commercial insurance coverage and Medicaid eligibility. For claims for children who do not have commercial insurance coverage and who are not Medicaid eligible or for non-covered services, the SFA will issue payment to providers in an every two week payment cycle based upon the payment calculation owed to the provider made in NYEIS.

At the end of every two weeks, the SFA will provide the total of all provider claim payments for that period to be paid out by the SFA to providers. In a form and manner to be determined by the Department, the SFA will notify the Department, each municipality and the Office of the State Comptroller (OSC) of the amount of each municipal share for the payment cycle, so that required funds are deposited into the escrow account by the municipality for payment within two weeks. All municipalities must develop Electronic Fund Transfer capability (EFT) with the SFA for this purpose. The SFA will track receipt of municipal shares required for deposit in the escrow account by the required due date and notify the Department if there has been a delay in submittal of funds.

Two weeks after the close of the payment cycle, the SFA will make payments to providers via either check or electronic payment. The SFA must provide EFT capability within the first year of the contract for those providers who request this method. The system should have the capability of withholding payment from all providers in a municipality or for a specific provider (s) or municipalities. The SFA must notify the Department promptly via verbal and/or e-mail in the event of problems paying providers and with Medicaid and other third party payers, as well as confirmation of billing success with all payers. The Department may review and authorize payments in each cycle in a manner to be determined by the Department.

The SFA must furnish a remittance advice statement every two weeks to each provider and municipality rendering services identifying each claim paid, denied, pended or adjusted by payer source. The SFA must generate remittance advices (RA) and transmit to providers in either electronic or hard copy form as requested by the provider using HIPAA compliant formats and messages that must be used for suspended, denied, and paid claims. RAs are produced by provider and Electronic Transmitter Identification Number (ETIN). This will result in multiple RA statements for providers with multiple ETINs.

The SFA must calculate the payment amount for the provider during the payment cycle and apply payments to the accounts receivable balances based on Department business rules. The SFA will have the capability to hold payments, suspend payments, split payments and produce

interim/emergency payments based on the Department's business rules. If checks are adjusted, the remittance advices for those payments must also reflect the adjustments.

The SFA must perform ongoing and regular financial reconciliation and resolve all payment and claiming issues, working with the Department and the Department's NYEIS contractor as necessary to resolve issues. Billing and reconciliation activities must be at a level to clearly reconcile claiming with various sources of payment which must be distinctly identified in any RA and in the SFA system (for example, distinguishing Medicaid and commercial insurance payment, payments at the plan level instead of the company level, etc.).

The SFA will be required to elicit and validate Department requirements related to changes in reimbursement rates or methodology or policy and program changes, including changes in the Medicaid Program, and implement changes in an accurate and timely manner. This includes making any retroactive adjustments, voids or recoupment at the provider or municipal level as required by the Department, including global adjustments. Recoupment is managed through accounts receivable functions that are a complex combination of both manual and automated processes. Accounts receivable can be created automatically through negative claim adjustments/voids or negative retroactive rate adjustments. They can also be created manually by contractor staff or Department staff and their agents based on audits or other recovery activity. Accounts receivables are managed at the provider and municipal level and must accommodate lien information for processing payments to lien holders.

The SFA will be required to manage any recoveries, recoupment, or adjustments for the Department related to claims payment, including audit recoveries. The SFA must support various adjustments, including mass adjustments, special inputs and retroactive rate adjustments. The mass adjustment process provides the capability to select previously adjudicated claim(s) to be reprocessed, adjusted, or voided based on Department specified factors and claim information. Selected claims are displayed for review with the ability to select or deselect chosen claims for continued adjustment processing. The special inputs adjustment process is reserved for claims that require special processing based on program or policy determinations or reprocess after a system issue has been resolved. Special input processing also occurs based on the review or audit of claims. The retroactive rate adjustment process automatically generates adjustment transactions when provider rate modifications made in NYEIS or KIDS result in a change to the reimbursement amounts for previously adjudicated claims. Retroactive rate adjustments can affect claims from April 1, 2013 forward.

The SFA must develop, maintain and implement a claims data management and integration strategy, including data model and database schema to maintain claims history that can link the status of claims over time and be merged with all other claims on the SFA system to provide an overall picture of the Program's fiscal operations.

The SFA will be required to assist the Department in preparation and submission of retroactive claims to the federal CMS as necessary to ensure full federal participation in the costs of early intervention services provided to children enrolled in the Medicaid Program.

The SFA will be required to issue 1099s to providers and municipalities and the IRS and NYS Department of Taxation and Finance. The SFA will calculate payment amount and produce a single 1099 for each taxpayer identification number while factoring in payment lag periods between check/EFT production and payment release. The 1099s will be produced in accordance with Federal and State guidelines.

The SFA will be required to generate monthly reports to the Department outlining the State share of costs associated with early intervention services that distinguishes payments for service claims for children in NYEIS and KIDS. These reports will inform the amount of funds to be credited to municipalities.

### **c. Transaction acceptance and processing**

The SFA must process a variety of transactions including but not limited to all provider claims for services and municipal claims for State share. The SFA must describe how they will support the receipt, processing and response to HIPAA and other transactions through all channels.

The SFA must describe the strategy and approach that will be used to receive process, verify, notify, report, monitor, administer, and secure the data received inbound to the SFA system from NYEIS, providers and municipalities and insurers and other entities.

SFA data must also be provided outbound in a secure fashion to requestors in a variety of formats. This component will allow the scheduled extraction and delivery of data from the SFA to a variety of internal and external entities, including the Department, providers and municipalities, insurers, OSC, the Department's NYEIS contractor and other entities. The Department is requiring the SFA to describe current technologies, web services, and other capabilities to receive and provide data as previously described. This will include the ability to schedule, create, publish/distribute, notify, report, monitor, administer, and secure data exchange.

The SFA must accept paper claims and enter those claims into KIDS via data entry or optical character recognition or other imaging. The SFA must accept 837 claims submitted by providers, extract data from the 837 format and provide the data to NYEIS to where program business rules, including payment calculation will be applied. NYEIS will continue to perform the functionality previously described for all electronic and paper claims entered into the system, including editing, calculating a payment amount, Medicaid eligibility determination, etc. The SFA will work with the Department to phase out paper claiming by the end of the contract.

In the 2011-12 Program Year (July 1-June 30) there were approximately 4.5 million paper claims from EIP providers processed by municipalities using KIDS. As the number of children in KIDS diminishes, the volume of paper claims will also diminish. EIP providers will be required to either enter claims for children in NYEIS on-line or via 837 file transmission.

### **d. Customer Service Center**

#### Call Center

The Call Center is a key component of the Customer Service Center. Providers and municipalities rely on accurate and prompt responses to their inquiries and questions. The effective and efficient operation of the Call Center is critical to the success of the SFA operation. The training and retention of Call Center representatives is of paramount importance in achieving Call Center objectives. Call Center technologies, including Interactive Voice Response and on-line systems, are expected to play a major role in facilitating the successful operation of the Call Center. Individual calls must be documented by the call center representative in an on-line call tracking system that is capable of maintaining and printing an individualized record of all calls that have been taken.

The call center will provide help desk services to providers and municipalities related to claims submission and payment; as well as developing and maintaining additional business relationship

requirements such as obtaining trading partner agreements to allow the Department's SFA to bill insurance on their behalf; obtaining Department Health Commerce Accounts to access NYEIS; accessing the SFA web portal; obtaining National Provider Identification Numbers (NPIN) and ETIN Numbers, and other technical assistance needed to successfully complete claiming and payment processes. The SFA must develop and maintain a technical assistance manual for providers and municipalities. The SFA must closely collaborate with the Department's NYEIS contractor related to call center services related to provider payment and other issues.

#### Correspondence Operational Requirements

The Customer Service Center must respond to written and electronic communications received from providers and municipalities. The SFA must describe the approach for triaging inquiries to determine the appropriate entity to respond. Electronic communications must meet HIPAA, FERPA, and DOH security standards. It is critical to log and track all communications received from and sent to providers and municipalities, as well as other Department contractors or stakeholders. Access to communications must be retained in a non-proprietary electronic format and made available to Department and other authorized users and must be transferred to the Department at the conclusion of the contract.

The SFA must provide a mature, intuitive, easy to use COTS or existing product with demonstrated reliability to automatically generate letters and electronic messages to communicate to providers, municipalities, insurance companies, parents, and Medicaid. These letters must be maintained and stored electronically.

The SFA must have adequate mailroom services to meet the operating requirements of the SFA services, including support of the day-to-day receipt, tracking and distribution of incoming mail, and preparation of outgoing mail, including, but not limited to: stuffing, labeling, affixing postage, sorting and delivering. It is expected that the contractor will, when possible and appropriate, maximize use of electronic communication to minimize mailroom related costs. The contractor must also select postal options that will minimize costs to the State.

#### Web Portal Operational Requirements

The Web Portal, which meets HIPAA, FERPA, and Department privacy and security standards, serves as a critical resource for providers and municipalities to submit and access information related to all aspects of the SFA. Current, comprehensive and readily accessible information must be available through the Web Portal to facilitate self-service, thereby reducing the volume of Call Center and correspondence inquiries. The information required is associated with a range of business areas and business processes including Provider Management, Municipality Management, Operations Management, and Business Relationship Management. The SFA must use the web portal to:

- communicate and provide technical assistance to the Department and its stakeholders, including providing users manuals;
- maintain all trading partner and security agreements, ETIN applications, EFT applications, Web Portal User IDS and other related business transactions;
- accept electronic claims; and
- manage claims status inquiry.

The portal must also be able to be accessed through Department internet sites and NYEIS. The selected SFA will also work with the Department and the Department's NYEIS contractor to create seamless access to clinical and claims information contained in both the NYEIS and SFA systems.

#### Contact Management System

The SFA must log, track, and report all written, electronic, and telephone inquiries. At a minimum, the contractor must log electronically the date and subject of the inquiry; the member or provider identifier, provider type, and member or provider name; the form of the inquiry (e.g., telephone); the date and form of response from the contractor; the respondent; and relevant comments, including what the respondent told the provider. The contact log will be provided in a non-proprietary format to the Department weekly and upon request. Detailed contact records must be accessible to the Department.

#### **4. Staffing**

The SFA must submit a staffing plan and maintain evidence that its organization is of sufficient size and has staff who possess the skills and experience necessary to administer, manage and oversee all aspects of SFA services as required in this RFP. Adequate technical, operational and financial resources to support the project staff in the performance of their duties must also be provided. The project team must have ready access to its larger corporate resources and higher levels of senior management and the support required from that management.

Key staff consists of the project's senior leadership who are responsible for providing the overall leadership and management, obtaining necessary corporate resources, and creating standards and processes required for the successful implementation, operation and maintenance of the SFA services. All key staff positions must be full-time roles filled by a single, dedicated person who is assigned to work on the project. The SFA must name key staff in its proposal and provide a detailed resume for each. All proposed key staff must be available on the contract start date. Key staff must include a project manager and liaison to the Department.

The SFA must demonstrate that they have staff with expertise related to accounting requirements, including GAAP, as well as expertise in billing Medicaid and third-party insurance. Additionally, the SFA must demonstrate that they have trained technical staff to design, develop, and thoroughly test any necessary modifications to the system and provide adequate operational system support.

Core staff does not need to be named in the proposal. Core staff consists of some project management staff, team leadership and other staffs who, once assigned to the project, are expected to remain on the project throughout the remainder of the contract to ensure continuity. The quantity of each title and their organizational placement will be left up to SFA based upon its experience and expertise. Staff resources may be assigned to cover several roles if those roles are deemed to be part-time in nature. When the SFA contractor proposes to have one individual fill more than one role, a rationale for the dual assignment must be provided within the staffing plan.

The SFA must provide adequate system staff to ensure that services can be rapidly tailored to address the requirements as outlined in this RFP and ensure the SFAs systems are maintained at a high quality and on a timely basis.

Supplemental staff are staff that the Department, from time-to-time, may ask the contractor to provide over the life of the contract. These staff will be used when the Department defines the need for major revisions in the service required that are not within the scope of the current RFP.

The Department reserves the right to approve or disapprove the contractor's proposed staffing. The contractor may not transfer, reassign or replace a key staff person who is proposed or defined in the annual staffing and organization plan without the written approval of the Department, which shall not be unreasonably withheld. If the Department gives written approval of the transfer, reassignment or replacement of key staff, such personnel will remain assigned to the performance of duties under this contract until replacement personnel, approved by the Department, are in place performing the key staff functions.

These staffing plans must include an organizational chart for each key staff and showing all other proposed staff by title, minimum qualifications for that title and number of positions being proposed. This plan must be detailed and will be used to determine if the SFA has a comprehensive understanding of the breadth and depth of this RFP and the associated SLAs. The Department will require that the contractor update the Staffing and Organization Plan annually and the organizational chart monthly.

## **5. Technical Infrastructure**

The technical and system architecture will provide the underlying computing infrastructure (e.g., hardware, software, network, database management system) that enables and supports the SFA. The technical architecture design, proposed by the SFA, must address the requirements of scalability, capacity, extensibility, adaptability, performance, availability, stability, security and flexibility. The infrastructure must support the volume of claiming and activities specified in this RFP, as well as communication with all relevant systems. The proposed SFA architecture must meet specific operational performance and availability requirements defined in Attachment C- Service Level Agreements. In addition, the proposed technical and system architecture must address adequate environments for production, development and testing and the business continuity requirements (i.e., backup/recovery, failover, disaster recovery). The SFA must be responsible for the provision and maintenance of all hardware, computer network, personal computer-based workstations, printers, supporting modems, and software needed for the SFA.

The SFA must have hardware and software that is adequate to meet the requirements of this RFP and is upgraded or versioned consistent with industry standards. All costs for the technical and system architecture, including such upgrades or versions that are necessary to ensure industry standards are met, must be included under the fixed cost portion of the contract. The SFA will notify the Department of any hardware or software changes that may impact upon performance. The SFA must develop and implement a Configuration Management Plan that must clearly identify the process for approving and implementing new versions, including the organizational responsibility for each type of version control. The Department shall review and approve the plan for implementation.

## **6. Web-based User Interface**

A secure HIPAA and FERPA compliant Web-based user interface will serve as the interface to internal information that must be restricted to authorized users based on the Department's security requirements. It will also serve as the interface for providers, municipalities, and Department's users to access EIP fiscal reports and information related to SFA operations, and will support the business functions specified in this RFP. It is critical that the interface be easy to navigate with comprehensive, understandable information and documentation related to the SFA transaction processing and other program-specific requirements.

The interface will, at a minimum, support the execution of web-based applications, allow service providers and municipalities to view, enter, access, and update information, and provide information on the status of various transactions to end users. Providers will also use the web portal to electronically enter claims associated with children whose data resides in the KIDS legacy system.

The SFA must describe the current or future role-based permission model to be used by the SFA to adhere to HIPAA, FERPA, and Department privacy and security requirements. It will be the contractor's responsibility to register users based upon criteria specified by the Department.

## **7. Project Planning, Management and Controls**

The focus of this phase is planning to ensure that the project maintain high quality products and deliverables; that the fiscal integrity of SFA services is ensured; and, that the project remains within budget. The Department considers the use of recognized methodologies to control all project activities to be critical to the success of the project. The SFA must describe a proposed methodology that is consistent with the DOH Project Management Field Guide, Contractor Edition (Attachment F). The SFA's project management approach must promote the development of a strong working relationship and facilitate open and timely communication with the Department, the Department's NYEIS contractor and other contractors and stakeholders, including providers and municipalities, that will support objectives of the RFP.

## **8. Project Management and Controls**

The proposal must include a detailed Project Management Plan that is based upon its proposed project management methodology and describes its overall plan and activities required to successfully complete this project within budget and on schedule. The plan must be in sufficient detail to demonstrate to the Department that the SFA has a clear and concise understanding of the overall complexity of the project and all associated tasks to successfully implement the requirements in this RFP. The plan must address both the technical and operational aspects of the project. The plan must address all the major sections of this RFP and, once approved by the Department, must be continuously updated by the contractor throughout the life of the project. Any system and operational enhancement projects must be added to the plan in sufficient detail as to provide the Department with a clear understanding of the magnitude and steps necessary to implement the change and the tasks and resources that will be required. The plan, including any changes, will be reviewed at weekly project status meetings.

## **9. Metadata Management and Delivery**

All data and associated metadata, including data dictionary, are the property of and will be made available to NYSDOH. Metadata Management (MDM) is critical to the success of the SFA. The Department defines this component as the documentation and availability of both business and technical descriptions of the data that are stored in the SFA. It will be used by both business and technical users to enhance their understanding of the data and the processes that populate, distribute, and use the data contained in the SFA. The MDM objectives are to:

- provide uniformity in the description and sharing of information;
- make reliable information available quickly;
- increase the visibility of information across the EIP enterprise;
- increase accuracy of stakeholder analysis of the data;
- increase stakeholder confidence in the SFA;
- reduce operational costs by eliminating redundant data;

- identify errors and problems with source systems;
- reduce time to perform change impact analysis; and,
- shorten development times.

Metadata to be captured will include, but not necessarily be limited to information about the physical data, technical and business processes, data rules and constraints, and logical and physical structures of the data, as used by the enterprise. These descriptive tags describe data (i.e., databases, data elements, data models), concepts (i.e., business processes, application systems, software code, technology infrastructure), and the connections (relationships) between the data and concepts. Types of metadata include definition (both business and technical definitions), transformation (source to target mappings, business rules, domain values, etc.), and process control (quality and audit metrics, operational messages, application run-time) metadata. This knowledge base, to be owned by the Department, will contain information about data, process, and control in the SFA and as such represents a facility for centralized management and control of the SFA. Metadata sources could include software tools, stakeholders, documents, spreadsheets, messaging and transactions, web-sites and third parties. A DOH designated repository will be used for document management and storage. At DOH's discretion, information will be shared as necessary and appropriate within DOH and technology partners.

The SFA must describe its proposed approach to MDM and how it will fulfill the Department's requirements and achieve continual improvement of the contractor's performance in pursuit of the project objectives.

## **10. Data Warehouse/Data Management**

Data Management is the development and execution of architectures, policies, practices and procedures that properly manage the full data lifecycle needs of an enterprise. The architecture centers on the Relational Database Management System (RDMS). The SFA must provide a comprehensive RDMS that is based on an open architecture that provides application program interfaces and open database connectivity.

## **11. Data Synchronization, Transfer, Conversion and Integration**

The Department considers the synchronization and data transfer/conversion and integration task involved in the SFA, NYEIS and KIDS system critical to the success of the project. Transfer/conversion activities are often the source of failure in projects due to the volume of data; complexities inherent in defining the relationship between source and target data structures; the differences in the data required for processing between legacy and new systems; and the history of changes to processing requirements and valid codes that may result in data inconsistencies and missing data conditions.

The SFA will be required to describe in detail the processes and procedures that will be put in place to ensure that this take place, including how it will work with the Department's NYEIS contractor. The methodology must clearly identify and define the strategies and activities required including those required for contingency planning in the event that it is determined that data synchronization, transfer/conversion cannot be accomplished as scheduled. This task will include the mapping of financial data from the NYEIS/KIDS data structures to the SFA data structures, and verification of data synchronization, transfer, conversion and integration processes through systemic testing. The data conversion task will continue throughout the lifetime of the contract whenever it is required that data in the NYEIS/KIDS systems be converted to new data structures. The Department is requiring

the contractor to provide and use an extraction, transformation, and load (ETL) tool for the conversion of the data.

## 12. Reports

The SFA must provide easy-to-use Web-based library of canned reports for viewing, printing, and download as Word and PDF documents on-line, ad-hoc reporting capability to include export of data in comma-separated values (CSV) file format.

Report requirements will be elicited from KIDS, NYEIS, and SFA users, including service coordinators, service providers, and county and state program, fiscal, and data analyst subject matter experts and managers. Requirements will be documented and validated using DOH provided or endorsed methodology and templates. Report documentation, including, purpose, description, data input and output, and design documentation (e.g., data dictionary, data flow diagrams, transformations performed), will be provided for DOH review and approval. Reports will undergo DOH-approved vendor testing and user acceptance testing, including usability and data validation. Reports and related metadata will be available on-screen, readable/printable, PDF printing and as CSV download. Updates and revisions to reports and metadata will be completed by the SFA and updated versions will be made available within one month of revisions. All data and associated metadata, including data dictionary, are the property of and will be made available to NYSDOH monthly and upon request in a secure manner to be determined by NYSDOH.

The following is a list of the minimum required reports that must be available to users:

- Claims/vouchers submitted, paid, denied, pending
  - List and Summary
  - To date, by month, calendar, state, and federal fiscal year periods, with option to specify date ranges
  - By Child
  - By IFSP period
  - By County
  - By Provider
  - By Payer Type (third party insurance, county, state)
- Claims, payments, outstanding balance
  - List and summary
  - By Child, County, Provider, Insurance Type (Medicaid and Commercial)
  - By Service Date, with option to specify date ranges
  - By provider claim submission date
  - By third party claim submission date(s)
  - By third party claim response date(s)
  - Payment date(s)
- Provider payments
  - List and summary
  - By month, calendar , and fiscal year periods, with option to specify date ranges
  - By payer, including third party insurance , county, and state
- Expenses
  - By month, calendar and fiscal years, with option to specify date ranges

- Actual and projected
- Aging claims reports
  - Grouped by county and/or provider
  - Sorted by oldest to newest
- Provider credentialing
- Prior approvals
  - By child
  - Requested, approved, denied, pending
  - Approval period
  - Number approved and used
  - Expired or exhausted
- Exception Reports
  - SFA, provider, third party
  - Processing failures
  - Transmission failures
  - Rejected claims
  - Over- and under-payments

It is anticipated that additional analytic reports will be needed by the Department in the future, and will be required to be produced by the SFA.

### **13. Communication Management**

Implementation of a project of this complexity requires daily collaboration and communication among all project stakeholders. Time is critical in communicating issues, solutions and decisions among the contractor; the Department's programmatic, technical and management staff; and other contract staff. Effective communication among the Department, the Department's NYEIS contractor, the provider community, municipalities, the Medicaid Program and other stakeholders is essential. The contractor must provide and implement a Communications Management Plan (CMP), approved by the Department, describing how the contractor will communicate with all the stakeholders. The plan must define each stakeholder's communication needs, determine the method and frequency of communicating in order to meet those needs and allocate appropriate resources to meet the communication schedule. The schedule should address regular (on-going) communication, as well as event-driven communication. This plan must be updated annually or at the direction of the Department. The SFA must propose a product for the Contact Management System that will be used to track and report Department and stakeholder written, electronic, and telephone inquiries.

### **14. Utilize Established Banking and Accounting Functions**

The SFA must utilize the Department's established escrow account for provider and municipal claims payment and provide wire access to the account to all municipalities and OSC. The account must be able to identify and manage funds received from and paid to each municipality and provider. The SFA cannot draw upon the account except for the purposes of provider or municipality claims payment.

The SFA must interface with the New York State central accounting system known as the State Financial System (SFS). OSC performs transactions on a regular basis transferring money to and

from these accounts, directly controlling the amount of money that resides in these accounts. It is the selected contractor's responsibility to provide an accurate and secure accounting of all program banking transactions and comply with all federal and State requirements regarding such banking services. The selected contractor must utilize an appropriate revenue account(s) for refunds and recoveries that cannot be handled through claiming adjustments.

The selected contractor must utilize the Department's State approved bank located in New York State to provide separate banking services for the EI Program necessary to maintain payment functions, including processing electronic funds transfer (EFT) reimbursement, EFT returns, manual checks to those providers who do not use EFT, cleared checks, uncleared checks, stop payment orders, reissued checks and payment errors and also perform monthly bank reconciliation and other money management tasks.

The selected contractor must complete and provide the Department, separate reconciliations for the revenue and disbursement accounts. Each reconciliation must provide an exact accounting of all transactions recorded on the financial records of the contractor and the bank during the previous month, ensuring the cumulative accuracy and agreement of the financial records of the contractor and the bank. All account reconciliations must be in a Department approved format and, at a minimum, be in accordance with GAAS.

The contractor must additionally complete, and provide to the State, a monthly reconciliation of the Department's escrow account utilized exclusively for funding the disbursement accounts. The reconciliation must provide an exact accounting of all transactions recorded on the financial records of the Department (which the Department will furnish to the contractor) and the bank during the previous month, and must also ensure the cumulative accuracy and agreement of the financial records of the Department and the bank. Each month end balance in the escrow account must be reconciled to specific disbursements that have not cleared the bank by the end of the month. Any remaining differences between the uncleared items and the Department escrow account balance must be fully researched and documented by the contractor. The reconciliations must be in a Department approved format, and, at a minimum, be in accordance with generally accepted accounting standards.

The contractor is required to provide an annual file to the OSC for unclaimed funds. The contractor's duties include: notifying providers and municipalities annually by letter of uncashed stale checks; reissuing checks for parties responding to the letter; and, issuing, upon Department approval, a timely file to the OSC Division of Unclaimed Funds (in a Department approved format defined by the OSC).

## **15. Issue Management**

The SFA must take a proactive approach to capturing, reporting, escalating, tracking, and resolving issues that occur as the project progresses. A key component of Issue Resolution Management is the Issue Resolution Plan to be developed and implemented by the contractor that describes its approach to issue resolution and provides the Department with the ability to monitor resolution of issues throughout the life of the contract. The primary goal of this plan is to ensure that issues are identified, evaluated, assigned for resolution, and monitored. In addition, issue resolutions or decisions must be documented and communicated to all affected parties as requested by the Department. The SFA must propose a product that will record and track issues. This product must also be used for recording and tracking risks. The Department may, at its discretion, require use of a project portfolio management tool.

## **16. Risk Management**

Like issue management, risk management also requires a proactive approach to analyzing and assessing the risks within all aspects of the SFA services. For each risk identified, the contractor must evaluate and set the risk priority based on the likelihood the risk will occur and the potential impact of the risk, assign risk management responsibility, and create a risk mitigation strategy. The SFA must develop and implement a standard Risk Management Plan approved by the Department for all aspects of the project, including system enhancements, to address potential risks that may compromise the operational readiness and continued operation of the SFA services. The plan must be based upon the SFA's proposed Risk Management methodology. The proposed methodology must address, at a minimum, the process and timing for risk identification, the process for tracking and monitoring risks, the identification of the contractor staff that will be involved in the risk management process, the identification of the tools and techniques that will be used in risk identification and analysis, a description of how risks will be quantified and qualified, and how the contractor must perform risk mitigation and response planning. The Risk Management Plan must include an annual SFA risk assessment. The Risk Management methodology must include aggressive monitoring for risks, identify the frequency of risk reports, and describe the plan for timely notification to the Department of any changes in risk or trigger of risk events. The product that is proposed for tracking issues must also be used for tracking risks and their resolution

## **17. Quality Improvement**

To maintain continuous focus on the importance of delivery of quality systems and services, the SFA must plan, implement, rigorously enforce, and constantly improve a quality management program to ensure accuracy of claims payment, aggressive billing of third party insurance, accurate draw down of state and municipality funds and other aspects of ensuring fiscal integrity of the system. The quality management program must ensure that the SFA services are being provided in a manner that is consistent with GAAP. The Department requires that the contractor disclose to the Department within twenty-four (24) hours or as specified by other requirements in this RFP, any and all deficiencies found by the contractor throughout the life of the contract. The Department requires that the contractor propose a formal quality management system.

As part of this function, the SFA will be responsible for conducting a prepayment audit, prior to the release of any reimbursement, for all disbursements that take place for the EIP. For the prepayment audit, the contractor must audit a sample of checks meeting the criteria specified by the in the prepayment audit procedure. This system must include review of a statistically appropriate sample of claims of both provider and municipal claims for direct services and municipal claims for State share as appropriate, to ensure accurate adjudication and payment of those claims. It is expected that the sample of claims reviewed will be significantly larger during the initial implementation phase of the contract. In addition, detailed review of system generated reports are required to confirm the accuracy of payments and associated reporting. The SFA will retain prepay audit work papers and related documentation for future reference and make these available to the Department upon request. In addition, upon the Department's request, the SFA may be required to perform internal audits of selected operations.

The SFA must implement a Quality Management Plan (QMP) for the fiscal management system that is based upon the contractor's proposed Quality Management Methodology (QMM). The methodology and subsequent plan must describe how the contractor must take a proactive approach to analyzing and assessing the quality and accuracy of performance. The SFA's quality management processes must be applied for the life of the contract and are not specific to any

particular phase. The SFA must implement its Quality Management Plan across the broad spectrum of the SFA services including but not limited to manual and automated processes (e.g., claims payment, Medicaid and commercial insurance claiming, financial reconciliation/accountability, customer relations, data entry, image processing, call center processing, data creation, transformation and transmission) and the System Development Life Cycle (SDLC). The Department encourages responses that demonstrate a thorough understanding of Quality Assurance (QA).

Data quality is a critical deliverable of the contract that must be specifically addressed in the contractor's QMM and subsequent plan. This involves processes and practices that ensure quality, reliable data is created and maintained throughout the system. It requires a continuous data quality management process for defining the acceptable levels of data quality required to meet business needs, including the need for accurate and timely data to analyze the effectiveness of the EIP from a program and policy perspective, and for ensuring that data quality meets these levels. This process involves documenting business requirements and corresponding business rules for asserting the required data quality from which will be derived the methods and acceptable thresholds for analyzing the quality of data and identifying data anomalies.

Throughout the life of this contract the Department or its authorized agents will conduct QA audits and/or activities to ensure that the contractor fulfills all requirements of this RFP. The SFA must assist the Department or any of its agents, the Office of the State Comptroller (OSC), Office of the Medicaid Inspector General (OMIG), the federal Office of Special Education Programs (OSEP) or any of its agents in the performance of these audits. The quality process must include an approach to working with an independent QA contractor (s) who may assist the Department in determining if project deliverables meet quality standards, fulfill the RFP requirements and will support Early Intervention Program Requirements and/or help the Department to analyze fiscal data to support improving program efficiency and effectiveness, including utilization review. The SFA must develop and implement a Corrective Action Plan, approved by the Department, for any and all deficiencies and/or recommendations made by the Department and its agents, the federal government and its agents, OSC, OMIG and any Department QA contractor. The contractor must meet the dates and deliverables in the approved Corrective Action Plan at no additional cost to the Department.

## **18. Performance Management**

The contractor must develop and implement a PMP approved by the Department for each service level agreement defined in Attachment C- Service Level Agreements. The contractor must develop, and provide access through the Web Portal to a dashboard that will display (upon-demand) the SFA's operational performance metrics and provide the Department management with the latest statistics regarding those metrics.

The SFA must at all times comply with all system and operational performance requirements and expectations specified in this RFP. Notwithstanding anything to the contrary, the contractor must warrant that the SFA must meet all requirements of this RFP and must be fully operational on the date required by the Department.

The SFA further warrants that it shall meet all performance requirements listed in this RFP during the term of this contract. The contractor must at all times operate the SFA and perform its activities in conformity with the policies and procedures of the Department. All requirements described in this RFP are subject to monitoring by the Department. The Department reserves the right to monitor performance at any time and may exercise such option, at its discretion, without notice. In the event of a failure to meet the performance requirements, the contractor agrees that the Department may assess and withhold from payments due its actual damages for the losses set forth below and as assessed at the Department's discretion.

SLAs play an important role in defining and managing the relationship between the SFA and the Department. SLAs define the Department's service requirements and expectations regarding how the contractor will meet these requirements. A successfully implemented service level management discipline ensures that information systems function smoothly while fulfilling the business needs of stakeholders. The SLAs in Attachment C will be in place during the period of the contract.

It is expressly agreed by the Department and the SFA that, in the event of a failure to meet the performance requirements listed in the SLA, damage shall be sustained by the Department and the SFA must pay to the Department its actual damages. Written notice of said failure to perform shall be provided to the contractor by the Department within thirty (30) calendar days of the Department's discovery of such failure. The Department confirms that the amounts stated for each occurrence of each performance failure define the maximum damages due from the contractor, and that the amount claimed shall be adjusted downward to eliminate any proportion of the damage caused by the Department's failure to meet its contractual responsibility. Amounts due the Department from assessment of damages may be deducted from any money payable to the contractor pursuant to this contract. The Department shall notify the contractor, in writing, of any claim for damages pursuant to this provision at least fifteen (15) calendar days prior to the date the Department deducts such sums from money payable to the contractor.

All payments, adjustments, and other financial transactions made through the SFA must be in accordance with the payment methodology and other policies of the Department. The SFA must notify the Department immediately upon discovery of any payments made in error or duplicate payments, irrespective of cause.

The SFA must be liable for the actual amount of all contractor-caused mispayments, duplicate payments, or payments that should have been denied. Contractor-caused mispayments may result from either the contractor's failure to utilize available information or by a failure to process the claim or transaction correctly. The contractor must provide a monthly report listing all identified inappropriate payments. This report will describe the cause of the inappropriate payment, who the

payment was made to, when it was made to, whether the inappropriate payment represents a mispayment, and an estimate of the dollar amount of any mispayment. The Departments shall review the report, decide whether further research and analysis is required before correction of the problem, approve the plan for correction, and establish a correction date. The contractor must be liable for the actual amount of the contractor-caused mispayments that are not recovered. The actual amount of the outstanding mispayment will be deducted from contractor payments. Recovery from providers to whom erroneous payments were made will be performed in accordance with a Department-approved recovery program. The contractor must be fiscally responsible for any mispayments or duplicate payments that cannot be recovered by the State within sixty (60) calendar days. This responsibility shall apply to all mispayments caused by contractor negligence, system failure or other causes.

## **19. Organizational Change Management Task**

The implementation and introduction of the SFA will produce significant changes to work processes and the overall work environment for all stakeholders. The contractor must provide its expertise in business change management to address and mitigate the impact on all stakeholders using SFA services. The NYEIS contractor, providers and municipalities may be required to update their interfaces or other data sharing methods to accommodate the new technology and processes. Organizational change management focuses on understanding the level of change that the SFA will bring to the Department, its staff, its contractors and its stakeholders. A primary objective is to determine the level of organizational support needed to promote the change, proactively develop strategies and action plans to manage the impact, and develop strategies to manage resistance to the changes. The results of this task will drive how the system will be designed and the content of the training materials.

## **20. Training**

The SFA must propose a Training Strategy that demonstrates a clear and comprehensive understanding of the training-related tasks that are needed to support this project and the contractor and Department roles in those tasks. At a minimum, the Training Strategy must address how the transfer of knowledge will occur between the contractor and project stakeholders including but not limited to:

1. Department of Health staff
2. Department NYEIS contractor staff
3. Other State agencies (OSC, OFT)
4. Municipalities
5. Providers
6. Federal and State audit staff, including OMIG staff, the Attorney General

The SFA is also required to provide on-going training throughout the life of the contract. Subsequent to the SFA implementation, the contractor must support providers, the Department's NYEIS contractor, and Department staff with remedial training, training on new functionality and training for new employees and new providers. The contractor must have a regional presence throughout the state and will be required to provide hands on training by traveling to sites that will regionally reach providers and municipalities. Providers and municipalities will have separate training sessions. Although the Department will require a certain amount of regional on-site training in all training regions (See Attachment G) of the state and in municipality offices as required, the contractor is encouraged to propose other delivery mechanisms for training. Because of economic

circumstances, fiscal constraints have been placed upon the state and municipal staff restricting travel. These constraints will require innovative delivery mechanisms to minimize cost and travel.

## **21. Business Continuity and Disaster Recovery Requirements/Backup Facility**

The contractor's approach to the SFA operations must incorporate a comprehensive business continuity and disaster recovery methodology that will protect valuable information assets of the SFA and allow continuous availability of all applications. System availability is of the utmost importance, and whether it is a natural disaster or other event that interrupts operations, the proposed business continuity solution must provide the ability to recover quickly with minimal impact to ongoing SFA operations. Business Continuity requirements are categorized in the following three areas:

- Backup/Recovery;
- Failover; and,
- Disaster Recovery.

Within thirty (30) calendar days of contract execution, the contractor must submit to the Department for approval a Business Continuity Plan that is based upon the contractor's business continuity and disaster recovery methodology and addresses the three (3) categories above.

All elements of the contractor's proposed backup/recovery solution should be high-speed, high-capacity, enterprise-class components. Incremental and full system backups should be automated and conducted on each of the environments. The proposed SFA failover solution must provide for continued operation in the event of a failure in any of the environments. This solution should include but not be limited to redundancy in:

- data center power and air conditioning;
- network infrastructure components;
- server level components;
- database component; and,
- disk level components.

Together, these components should provide for a complete and robust failover capability that will switch from the current environment to a full-service alternate environment in the event of disruptions such as a failed disk or failed server. Formal written agreements must be made for all disaster recovery services and must be presented to the Department.

## **22. Security, Privacy and Confidentiality Requirements**

The SFA must comply fully with all security policies and procedures of the Department and the State Office for Technology (OFT), as well as with all applicable State and Federal requirements, in performance of this contract. The contractor must not, without written authorization from the Department, divulge to third parties any confidential information obtained by the contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work. This information includes but is not limited to: security procedures, business operations information or commercial proprietary information in the possession of the Department, Protected Health Information (PHI) or other data.

The contractor must take steps to ensure that their staff, agents and subcontractors are educated in specific security, privacy and confidentiality requirements as applied to this contract, explaining its responsibilities in maintaining security, privacy and confidentiality and reviewing all policies,

processes and procedures that will be used for this project. All activity covered by this RFP must be fully secured and protected by satisfactory security arrangements approved by the Department. The Department and the contractor must establish a joint security management team to accomplish these objectives. The contractor must treat all information obtained through its performance under the contract as confidential information and will not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights, or as otherwise provided. State or Federal officials, or representatives of these parties as authorized by State or Federal law or regulations, will have access to all confidential information in accordance with the requirements of State and Federal laws and regulations. The Department will have absolute authority to determine if, and when, any other party is allowed to access SFA information. Confidentiality is the concept that data will be viewable only by those who are explicitly permitted to view it. The selected contractor must notify the Department immediately of any breach of security, privacy and confidentiality, as well as comply with any federal or State laws related to other notification in relation to such breach. .

The SFA must be compliant with:

- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and associated regulations.
- The Family Educational Rights and Privacy Act of 1974 and associated regulations.
- The Privacy Act of 1974.
- New York State Office of Cyber Security and Critical Infrastructure Coordination, Cyber Security Policy P03-002, New York State Information Technology Policies, Standards and Guidelines (<http://www.cscic.state.ny.us/lib/policies>).
- New York State Information Technology Policies, Standards and Guidelines G07-001, Identity and Access Management: Trust Model.
- National Institute of Standards and Technology SP 800 series.  
The Certification Commission for Health Care Information Technology Security Criteria for 2007 Certification of Inpatient Electronic Health Records (EHRs) and FIPS publication 140-2 issued May 25, 2001.

The SFA must also meet all privacy and security requirements of HIPAA Regulations, and provide training to Department and contractor staff on privacy and security procedures.

The SFA must develop and implement a Security, Privacy and Confidentiality Plan approved by the Department for the SFA and all subsequent projects and major system enhancements to address security and privacy issues/risks and the steps that the contractor has taken to ensure these issues/risks will not compromise the operation of the SFA. The plan must be an overarching plan for all levels of security, including but not limited to:

- HIPAA and FERPA Security and Privacy.
- Data Security.
- Network Security.
- Application Security.
- Physical Security.

## **23. Operations Payment**

The contract year is defined as April 1 through March 31. Monthly payment shall be made for full and proper performance by the contractor of the operations tasks as described in this RFP. The claims processing year is defined below:

**Year 1** April 1, 2013 to March 31, 2014

**Year 2** April 1, 2014 to March 31, 2015

**Year 3** April 1, 2015 to March 31, 2016

**Year 4** April 1, 2016 to March 31, 2017

**Year 5** April 1, 2017 to March 31, 2018

## **24. Turnover Phase Requirements**

### Overview

The Turnover Phase represents a period of transition during which the SFA and all related operational and technical support activities that have been maintained and operated by the contractor must be turned over to the Department or successor contractor(s). The contractor must provide turnover planning and the requisite services in support of the following Department turnover objectives:

- provide for an orderly, complete, and controlled transition to the Department or successor contractor(s);
- avoid disruptions of processing and services provided to members, providers, and operational users of the system during the turnover period;
- maintain fiscal agent responsibility through the effective date of the transfer of responsibility and through the completion of the reconciliation of final cycle processing conducted by the fiscal agent, including cycle data and report output; and,
- provide technical and operational services and information as needed to facilitate an informed, coordinated, and complete transfer of activity.
- provide all operating documents including manuals and other educational materials that have been updated and are current;
- provide all data files to the successor contractor in an electronic Department approved format;
- inform the new contractor of any issues or risks, including results of auditing;
- furnish a monthly reconciliation for all bank accounts established and maintained by the contractor for six months following termination of the contract
- encourage all employees, including management, to remain through the turnover phase; the contractor must not transfer or otherwise reassign any of its dedicated staff without prior Department approval.

The SFA must provide full support and assistance in the transition of fiscal agent operations to a successor contractor or to the Department. The SFA must state in its proposal a commitment to work with the Department and successor contractor(s) in planning and performing the turnover activities. No later than one (1) year from the start of full operations of the SFA, the contractor must provide a Turnover Plan to the Department. The plan must include:

- proposed approach to turnover;
- turnover work plan, including detailed tasks and subtasks;
- schedule for turnover; and,
- procedures for maintaining up-to-date documentation during turnover.

Thereafter, the Turnover Plan must be updated annually prior to the start of the next year of operations. Along with the Turnover Plan, the contractor must submit a statement of the resources that would be required by the Department or a successor contractor to take over operation of the SFA Requirements Statement (RS). The (RS) must include:

- an inventory of all application software, including version, used to perform the functions of all components of the SFA;
- an inventory of all hardware (including series, model number, etc.), system software (including versions), and other technical environment resources required to operate all components of the SFA;
- full documentation of EI SFS services
- the number and type of personnel required to perform the functions under the contract,
- including both data processing staff and administrative support staff.

This statement must be based on the contractor's experience in the operations of the SFA and must include actual contractor resources devoted to the operation of the system and other functions. This (RS) must be updated annually and must be submitted as part of the Turnover Plan and updates.

#### Turnover Phase Payment

The bidder must include the turnover tasks in its final claim for payment. The State may withhold all or a portion of the contractor's final payment if all milestones and deliverables relating to the turnover task have not been properly achieved or furnished. In the event a subsequent contract is awarded to the same vendor, no turnover payment will be made in this contract.

## **D. PROPOSAL REQUIREMENTS**

***Bidders should refer to Section C. Statement of Work in preparing their responses in this section.***

The requirements established by this RFP for proposal content and format will be utilized in evaluating all proposals. The bidder's compliance to the format prescribed herein, as well as the bidder's response to each specific requirement and question stated in the RFP, will be considered during the evaluation process. Further, the bidder's signature indicates that the bidder agrees to all the terms, conditions and assurances listed in the RFP.

In submitting a response to this RFP, interested bidders should be aware that it is their sole responsibility to obtain any third party financing which may be necessary for the bidder to submit a proposal and, if an award is made, to provide the services being sought by the Department under the RFP. The State of New York or the Department will in no manner underwrite, guarantee, act as a signatory or co-signatory or in any manner participate in the securing of third party financing.

### **MINIMUM ELIGIBILITY REQUIREMENTS**

In order to be eligible to submit a proposal and be considered for an award, bidders must:

- Attest that by the time of contract, be enrolled as a Service Bureau for the Medicaid Program, in accordance with 18 NYCRR Section 504.9 ([http://www.health.ny.gov/regulations/nycrr/title\\_18/](http://www.health.ny.gov/regulations/nycrr/title_18/)) and have the capacity to bill on behalf of EI providers and receive remittance advices from the Medicaid Program. A contract award

will be contingent on the bidder's status as a Service Bureau or submission of an approvable application to the Department's Office of Health Insurance Program.

- Have the experience detailed below:
  - a. The bidder must have a minimum of sixty (60) months of large scale, complex health care claim processing experience with Medicaid and/or health services organizations, including significant experience with claiming commercial experience; and,
  - b. The bidder must have been the prime contractor for at least one (1) project that approximates the scope of this project and that includes system design, development, implementation, maintenance and operations and large, complex medical claims processing.

## **1. TECHNICAL PROPOSAL REQUIREMENTS**

A complete Technical Proposal consists of the following:

- Signed Transmittal Form (Attachment I)
- Proposal Narrative
- Vendor Responsibility Attestation (See Attachment J)

### **Transmittal Form**

By signing the "Transmittal Form", each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:

- a. The RFP and all associated specifications, general and specific appendices, including Appendix A Standard Clauses for NYS Contracts and all schedules and forms included with such documents, as well as subsequently issued and agreed upon work specifications issued pursuant to this Contract, will become part of any contract entered into, resulting from the RFP. Anything which is not expressly set forth, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- b. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work, products and services to be performed and the conditions under which the contract is to be executed.
- c. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception related to quantity, quality, character, location or other conditions.

The Transmittal Form should include:

- Legal Name and Address of Bidder;
- NYS Vendor ID and DUNS Number (if applicable);
- Contact Information for individual responsible for proposal submission;
- Name and Title of individual authorized to sign the proposal

and the following attestations/information:

- Minimum Eligibility Attestations as described above; and
- Conflict Of Interest Disclosure:  
Entities submitting a proposal must disclose whether the entity currently processes claims for services provided under the EIP, as either (1) a payor under an insurance policy, plan or contract; (2) a contractor, subcontractor or vendor to another entity for the purpose of processing EI claims; or (3) under any other business relationship or activity wherein the

entity processes claims for services provided under the EIP. Bidders should provide a description of a firewall that will avoid the conflict of interest. The description should include procedures that your organization would implement and follow to prevent conflicts of interest and assure against influence in regard to payment or denial of EI claims.

If no conflict exists, so indicate.

## **Proposal Narrative**

Failure to provide any of the following materials may result in declaring a proposal non-responsive.

If the use of subcontractors is proposed for any of the deliverables, the Proposal should explain how the work of subcontractors will be managed and the work controlled.

### **1. SFA Operations Requirements**

#### **a. Public and Commercial Insurance Billing Requirements**

The bidder must describe in detail its experience, track record and approach to fulfilling all responsibilities described in this RFP with respect to claiming and aggressively pursuing reimbursement from commercial insurers, the Medicaid program, and Child Health Plus for covered Early Intervention Program Services. The bidder must describe in detail its capacity, current procedures, and methods for adapting existing procedures to implement SFA requirements, including procedures to:

1. Generate and submit accurate and timely claims to commercial and public third party payers in HIPAA 5010 compliant 837P transactions.
2. Submit CMS 1500 paper claims forms to insurers not yet able to accept electronic billing.
3. Establish any trading partner agreements as necessary with EIP providers and municipalities as required to claim insurance on behalf of EIP providers.
4. Accept and reconcile electronic response and remittance files (e.g., 999, U277, 835, and other response files) from commercial and public insurers.
5. Accept insurance payment information entered by providers on-line or through electronic files submissions.
6. Calculate the difference between partial payments from commercial insurers and Department reimbursement rates for EIP services, and issue payments to providers for amounts due.
7. Identify and process through Medicaid claims for children with commercial insurance who are also enrolled in the Medicaid program.
8. Maintain a full accounting and audit trail for all transactions related to Medicaid and commercial insurance reimbursement.
9. Collaborate with EIP providers and where applicable, municipalities, to aggressively work all denials which can and should be successfully adjudicated for full payment by the Medicaid program (all claims for which the child was enrolled in the Medicaid program on the date of service).
10. Collaborate with EIP providers and where applicable, municipalities, to aggressively work all denials which can and should be successfully adjudicated for payment by commercial insurers.
11. Facilitate submission of notices by the provider to the insurer or plan administrator of the provider's intent to exercise the right of subrogation, upon assignment of the provider to deliver early intervention services to a child and family.

The bidder must be enrolled as a Service Bureau for the Medicaid Program, in accordance with 18 NYCRR Section 504.9 ([http://www.health.ny.gov/regulations/nycrr/title\\_18/](http://www.health.ny.gov/regulations/nycrr/title_18/)) and have the capacity to bill on behalf of EI providers and receive remittance advices from the Medicaid Program. A contract award will be contingent on the offerer's status as a Service Bureau or submission of an approvable application to the Department's Office of Health Insurance Program.

The bidder must indicate whether it intends to use a clearing house to meet the above requirements and if so, provide details related to the use of such clearinghouse. All costs associated with use of the clearinghouse must be included in the bidders' bid.

b. Claims adjudication and payment operational requirements

The bidder must describe in detail its experience, capacity, track record and approach to fulfilling all responsibilities described in this RFP with respect to claims adjudication and payment operational requirements for the SFA. The bidder must describe its capacity, any and all relevant experience, and detailed description of proposed approach to using the Department's NYEIS, KIDS legacy system, and the offerer's hosted solution to provide for each of the following:

1. Accept validated claims from NYEIS that includes payment information and information related to commercial insurance coverage and Medicaid eligibility.
2. Issue payment to providers in an every two week payment cycle based on the payment calculation owed to the provider made in NYEIS for claims for children who do not have commercial insurance coverage and who are not Medicaid eligible or for non-covered services.
3. Provide the total of all provider claim payments for that period to be paid out by the SFA.
4. Notify the Department, each municipality, and OSC of all provider claim payments for that period to be paid out by the SFA, on a schedule to be determined by the Department in consultation with municipalities.
5. Notify the Department, each municipality and OSC, in a form and manner to be determined by the Department, of the amount of each municipal share for the payment cycle.
6. Manage receipt of funds from municipalities for payment within two weeks.
7. Track receipt of municipal shares required for deposit in the escrow account by the required due date and notify the Department if there has been a delay in submittal of funds.
8. Make payments to providers two weeks after the close of a payment cycle via check or electronic payment.
9. Be capable of withholding payment from all providers in a municipality or specific providers within municipalities at the request of the Department.
10. Prompt notification to the Department of any problems encountered in paying providers.
11. Supply remittance advice statements every two weeks to all providers, municipalities, and the Department identifying each claim paid, rejected, denied, pending, or adjusted by the

payer source, in electronic or hard copy form as requested by the provider, using HIPAA complaint formats.

12. Produce remittance advices by provider and Electronic Transmitter Identification Numbers(ETIN).
13. Calculate the payment amount for the provider during the payment cycle and apply payments to the accounts receivable balances based on Department business rules.
14. Hold payments, suspend payments, split payments and produce interim/emergency payments based on the Department's business rules.
15. Ensure that remittance advices on checks reflect adjustments for payments that needed to be adjusted.
16. Perform ongoing and regular financial reconciliation and resolve all payment and claiming issues in collaboration with the Department and the Department's NYEIS contractor.
17. Ensure billing and reconciliation activities are at the level to clearly reconcile claiming with various sources of payment which must be visibly identified in any remittance advice and in the SFA system.
18. Elicit, validate and implement Department requirements with respect to any changes in reimbursement rates or methodology or policy or program changes, including changes in the Medicaid program.
19. Perform retroactive adjustments, voids or recoupment at the provider or municipal level as required by the Department, including global adjustments.
20. Manage any recoveries, recoupment, or adjustments for the Department related to claims payment, including audit recoveries.
21. Maintain and implement a claims data management and integration strategy, including data model and database schema to maintain claims history that can link the status of claims over time and be merged with all other claims on the SFA system to provide an overall picture of the Program's fiscal operations.
22. Assist the Department in the preparation and submission of retroactive claims to the federal CMA.
23. Issue provider and municipality 1099s to providers and municipalities, the IRS and NYS Department of Taxation and Finance.
24. Generate monthly reports to the Department showing the State share of costs associated with early intervention services for deposit in the escrow account to be credited to municipalities. These reports must distinguish payments for claims on NYEIS and KIDS.

The bidder must also describe in detail the procedures that will be used for adjustments and voids as part of SFA operations. The bidder must describe how the SFA will:

1. Provide a retroactive adjustment process to automatically generate adjustment transactions if provider rate modifications result in a change to the reimbursement amounts for previously adjudicated claims.
2. Accept files from the NYEIS system that reflect adjustments and voids in payment.
3. Process payments sent in by a provider to refund amounts for claims that should not have been paid and create void/adjustment claims without affecting provider payment.
4. Accept and process adjustments on paper forms and in proprietary formats.
5. Provide the capacity to manage the retroactive rate adjustment process so that other SFA processing is not impacted by high volumes of retroactive rate adjustments.

#### c. Transaction Acceptance and Processing

The SFA must process a variety of transactions including but not limited to all provider claims for services and municipal claims for State share. The bidder must describe in detail its experience, capacity, track record and approach to fulfilling all responsibilities described in this RFP with respect to claims adjudication and payment operational requirements for the SFA. The bidder must describe its capacity, any and all relevant experience, and detailed description of the proposed strategy and approach to using the Department's NYEIS, KIDS legacy system, and the offerer's hosted solution to provide for each of the following:

1. Receipt, processing, and response to HIPAA and other transactions through all channels, including verification, notification, administration, and securing of data received inbound to the SFA from NYEIS and KIDS, providers and municipalities, public and commercial insurers, and other entities
2. Provide for outbound data from the SFA in a secure fashion to requesters in a variety of formats.
3. Provide for scheduled extraction and delivery of data from the SFA to a variety of internal and external entities, including the Department, providers and municipalities, insurers, OSC, and the Department's NYEIS and other entities.
4. Notify the Department of all discrepancies, errors, failed file transmissions, or abnormal interactions with external interfaces during any file transfer process.
5. Accept paper claims and enter those claims into the Department's legacy data system, KIDS and EIFS, associated with children whose data are maintained in the legacy system.

#### d. Customer Service Center

The Bidder must describe its expertise and experience in providing a full Customer Service Center, including its capacity and approach to provide ongoing assistance to municipalities and EIP providers via a call center, meeting correspondence operational requirements, web portal operations, and contact management systems as described in this RFP. The bidder must describe its approach to receiving, tracking, and resolving EIP provider and municipality complaints; logging of inquiries that require policy determination or other information from Department staff; ensuring the quality and timeliness of oral and written customer responses; and, quality improvement procedures.

The bidder must describe its approach to developing and maintaining additional business relationship requirements, such as obtaining trading partner agreements to allow the SFA to bill insurance on their behalf.

### Call Center

The bidder must describe its current experience and track record with call center technologies, and its proposed approach for the SFA call center, including training and retention of call center representatives; hours of operation; interactive voice response and on-line systems; help desk services as described in this RFP; call documentation and tracking; and coordination with the Department's NYEIS contractor related to call center services on provider payment and other issues.

### Correspondence Operational Requirements

The bidder must describe its current experience, track record and proposed approach for SFA correspondence operations, including management of responses to written and electronic communications received from providers and municipalities.

The bidder must describe its approach to triaging inquiries to determine the appropriate entity to respond. The bidder must describe its experience and capability to meet all applicable confidentiality requirements, including HIPAA, FERPA, and DOH security standards.

The bidder must describe the product(s), either custom or COTS, that will be used for correspondence purposes, including generation of letters to providers, municipalities, or other stakeholders.

The offer must detail its mailroom services and its capacity to support the ongoing operational requirements of the SFA.

### Web Portal Operational Requirements

The bidder must describe its current experience, track record, and proposed approach for the SFA web portal, including capacity to meet all confidentiality requirements, including HIPAA, FERPA, and Department security standards.

The bidder must describe its approach to ensuring comprehensive, continuous access to information needed by EIP providers and municipalities to facilitate self-service.

The bidder must describe in detail its proposed approach, including technical, network, and data architectures, to use the SFA web portal to:

1. Communicate and provide technical assistance to the Department and its stakeholders, including providing users manuals.
2. Maintain all trading partner and security agreements, ETIN applications, EFT applications, Web Portal User IDS and other related business transactions.
3. Periodically review and update of support materials on the web portal.
4. Accept and adjudicate claims.
5. Manage claims status inquiry.

The bidder must describe in detail its capacity and approach to collaborating with the Department and its NYEIS contractor to ensure the SFA web portal can be accessed through Department internet sites and NYEIS.

The bidder must describe a detailed plan to collaborate with the Department and the Department's NYEIS contractor to create seamless access to clinical and claims information contained in both the NYEIS and SFA systems.

### Contact Management System

The bidder must describe in detail its experience, track record, and approach to maintaining a contact management system for the SFA, including capacity to log, track, and report all written, electronic, and telephone inquiries from EIP providers and municipalities.

The bidder should describe its approach to electronic logging of:

- the date and subject of the inquiry;
- the member or provider identifier, provider type, and member or provider name;
- the form of the inquiry (e.g., telephone);
- the date and form of response from the contractor;
- the respondent and relevant comments, including what the respondent told the provider.

The bidder must describe its approach to providing Department staff with access to this contact management system and its capacity to supply the contract log in a non-proprietary format to the Department weekly and upon request.

## **2. Staffing**

As described in Section C.4., bidders must meet the following proposal requirements:

1. Provide a Staffing and Organization Plan (Attachment E) detailing how the project staff is organized, where the staff is located and how communication is handled between remote sites and the project site. The Staffing and Organization Plan must:
  - a) include an organizational chart depicting key and core staff, the proposed organizational structure and each organizational units staffing level by title and number of positions for each title being proposed;
  - b) include minimum qualifications for each title;
  - c) describe reporting relationships and responsibilities of each organizational unit depicted in the staffing plan; and,
  - d) describe how the account management team interfaces with the Department's senior management.
2. Provide a description of the bidder's approach to determining staffing levels for the project, including the criteria and process used to develop the staffing estimates.
3. Describe the proposed staffing plan for managing the staff to ensure that project deadlines are met.
4. Describe the proposed organizational structure and staffing levels for providing stakeholders with technical assistance;
5. Describe the operation of the Enterprise Project Management Office (EPMO) and how it will integrate and communicate with Department and other contractor staff;
6. Provide expected turnover rates based on its experience with similar projects and describe the efforts that will be taken to minimize key staff turnover; and,

7. Provide resumes and any other supporting documentation for the key staff positions showing the staff's relevant experience and/or justification that they possess the demonstrated knowledge, skills or ability.

The bidder must specifically describe staff experience related to accounting, fiscal agent operations including claims processing, and Medicaid and commercial insurance billing and follow up.

### **3. Technical Infrastructure**

The SFA must have hardware and software that is adequate to meet the requirements of this RFP and is upgraded or versioned consistent with industry standards. All cost for the technical and system architecture, including such upgrades or versions that are necessary to ensure industry standards are met, must be included under the fixed cost portion of the contract.

As part of its Technical Proposal, the bidder must describe in detail its proposed Technical Architecture for the project with a description provided as to the bidder's approach and plan for supporting the multiple environments described in this RFP. These architectures must be based upon EIP requirements and show how the contractor has integrated COTS products into its solution to meet the requirements in this RFP.

The bidder must:

1. Describe in detail its proposed Technical Architecture for the project with a description provided as to the bidder's overall solution, approach and plan for supporting the multiple environments described in this RFP. All hardware, software, network and database components being proposed should be described.
2. Identify how the application, technical, data and network architectures will meet the Department's business requirements.
3. Describe how each of the architectures being proposed meets the Department's requirements in the areas of Business Continuity, including Backup/Recovery, Failover and Disaster Recovery.
4. Describe how the proposed architecture supports the Department's requirement to use COTS products to meet the needs of the business functions, including how the integration of the COTS products being proposed will be implemented.
5. Describe in detail the proposed Configuration Management methodology, including:
  - a) How changes will be tracked, documented and versioned.
  - b) How changes will be synchronized and distributed when multiple activities are occurring simultaneously across multiple environments (e.g., development, test and training).
  - c) Describe any tools that will be used to control software development.
  - d) Describe how the Configuration Management Plan will be implemented within the overall Project Management Plan.

### **4. Web-based User Interface**

As described in Section C.6., a secure HIPAA and FERPA compliant Web-based user interface will serve as the interface to internal information that must be restricted to authorized users based on the Department's security requirements. It will also serve as the interface for providers, municipalities, and Department users to access EIP fiscal reports and information related to SFA operations, and will support the business functions specified in this RFP. It is critical that the interface be easy to navigate with comprehensive, understandable information and documentation related to the SFA transaction processing and other program-specific requirements.

The interface will, at a minimum, support the execution of web-based applications, allow service providers and municipalities to view, enter, access, and update information, and provide information on the status of various transactions to end users. Providers will also use the web portal to electronically enter claims associated with children whose data resides in the KIDS legacy system.

Bidders must meet the following proposal requirements:

1. Describe how the proposed approach to meeting the requirements for a web-based interface is integrated into the application, technical, network and data architectures.
2. Describe how information and business processes will be controlled within the web-based interface (need to know basis).
3. Describe how providers, municipalities and stakeholders will interface with the user interface to obtain technical assistance.
4. Describe how the user interface will be used for claims entry, adjudication/working of rejections and denials, tracking, and fiscal reporting.

## **5. Project Planning**

Bidders must describe a proposed methodology that is consistent with the DOH Project Management Office Field Guide, Contractors Edition (Attachment F). The contractor's project management approach must promote the development of a strong working relationship and facilitate open and timely communication with the Department, the Department's NYEIS contractor and other contractors and stakeholders, including providers and municipalities, that will support objectives of the RFP. Bidders must meet the following proposal requirements:

1. Describe in detail the proposed implementation strategy for the SFA, including the approach to ensuring that the system and all operations processes are ready to be implemented and how Department approvals will be obtained to initiate operations of the SFA.
2. Define the bidder's approach to implementation assurance support, including how the system will be measured against the required thresholds and how outstanding issues will be addressed.
3. Describe the activities that will be necessary to secure and prepare adequate facility space.
4. Describe the steps necessary to implement enterprise project management and assemble other key staff, including specific plans for disseminating individual staff responsibilities.

## **6. Project Management Plan (PMP) and Controls**

Bidders' proposals must include a detailed PMP that is based upon its proposed Project Management methodology and describes its overall plan and activities required to successfully complete this project within budget and on schedule. The plan must be in sufficient detail to demonstrate to the Department that the bidder has a clear and concise understanding of the overall complexity of the project and all associated tasks to successfully implement the requirements in this RFP. The plan must address both the technical and operational aspects of the project. The plan must address all the major sections of this RFP and, once approved by the Department, must be continuously updated by the contractor throughout the life of the project. Any system and operational enhancement projects must be added to the plan in sufficient detail as to provide the Department with a clear understanding of the magnitude and steps necessary to implement the change and the tasks and resources that will be required.

The bidder must describe its proposed Project Management Methodology. This methodology will serve as the foundation for the project management plan and must describe the bidder's approach and plan for managing the project. The proposal at a minimum must:

1. Describe the bidder's proposed Project Management Methodology and show how it provides an integrated approach to project management and how it aligns with the Department's integrated approach to project management.
2. Describe how the bidder's implementation of its proposed project management plan will address and balance such factors as quality, scope, time and cost.
3. Demonstrate to the Department that the bidder has a clear and concise understanding of project's and all associated tasks to successfully implement the requirements in this RFP.
4. Identify and describe all tasks and activities to be undertaken in the delivery of the SFA and services and provide the associated timing of these activities.
5. Describe the deliverables that will be produced at different milestones in the plan. As an appendix to the proposal, supply sample copies of these deliverables.
6. Describe in detail the approach the bidder will undertake to ensure that the SFA will ensure that its services and systems will align with both NYEIS and the KIDS legacy data system.

## **7. Metadata Management and Delivery**

All data and associated metadata, including data dictionary, are the property of and will be made available to NYSDOH. Metadata Management (MDM) is critical to the success of the SFA. The Department defines this component as the documentation and availability of both business and technical descriptions of the data that are stored in the SFA. It will be used by both business and technical users to enhance their understanding of the data and the processes that populate, distribute, and use the data contained in the SFA.

The bidder must describe its proposed approach to MDM and how it will fulfill the Department's requirements and achieve continual improvement of the contractor's performance in pursuit of the project objectives, including:

1. A detailed description of all metadata sources to be used for the SFA, including software tools, documents, spreadsheets, messaging and transactions, websites, and third parties.
2. A detailed plan for document management and storage.
3. Detailed business and technical descriptions of the data to be stored in the SFA system, including all technical components that comprise the proposed system, including software (including versions) and hardware
4. A detailed plan to ensure uniformity in description and sharing of information, including making reliable information available quickly.
5. A detailed description of procedures to reduce operational costs by eliminating redundant data; identify errors and problems with source systems; reduce time to perform change impact analysis; and, shorten development times.
6. A detailed description of methods to increase the visibility of information across the entire EIP enterprise, including accuracy of stakeholder analysis of and confidence in the data.

## **8. Data Warehouse/ Data Management**

The bidder must describe in detail its methodology to develop and execute architectures, policies, practices and procedures that properly manage the full data lifecycle needs of an enterprise. The architecture must center on the Relational Database Management System (RDMS). The bidder must provide a detailed description of a comprehensive RDMS that is based on an open architecture that provides application program interfaces and open database connectivity.

## **9. Data Synchronization/Transfer/Conversion and Integration**

The Department considers the synchronization and data transfer/conversion and integration task involved the SFA, NYEIS and KIDS system critical to the success of the project. Transfer/conversion activities are often the source of failure in projects due to the volume of data; complexities inherent in defining the relationship between source and target data structures; the differences in the data required for processing between legacy and new systems; and the history of changes to processing requirements and valid codes that may result in data inconsistencies and missing data conditions.

The bidder must describe in detail the processes and procedures that will be put in place to ensure that this takes place, including how it will work with the Department's current vendor for NYEIS. The bidder must describe in detail its proposed data conversion methodology that will become the foundation for the Data Conversion Plan, including:

1. A detailed description of strategies and activities required, including those required for contingency planning in the event that it is determined that data synchronization, transfer/conversion cannot be accomplished as scheduled.
2. Methods for mapping of financial data from the NYEIS/KIDS data structures to the SFA data structures, and verification of data synchronization, transfer, conversion and integration processes through systemic testing.
3. Planned approach for continuing the data conversion task throughout the lifetime of the contract whenever it is required that data in the NYEIS/KIDS systems be converted to new data structures.
4. A description of the extraction, transformation, and load (ETL) tool to be used for the conversion of the data.
5. An explanation of the interdependencies between the conversion efforts and any development tasks that might be required to implement the SFA in accordance with work scope requirements. Address all data requirements, regardless of whether an automated or manual method is recommended.
6. Describe the COTS products or tools that will be used for data conversion.
7. Describe any COTS products or tools that will be used for data validation.

## **10. Reporting Requirements**

The bidder must describe in detail its experience, capacity, track record and approach to fulfilling all responsibilities described in Section C. 12., this RFP with respect to establishment and maintenance of an easy-to-use Web-based a library of canned reports for viewing, printing, and download as Word and PDF documents on-line, ad-hoc reporting capability to include export of data in CSV file format.

The bidder must describe in detail its approach to ensuring full reporting capabilities for the SFA, including how the bidder will:

1. Elicit reporting requirements from users of KIDS, NYEIS, and State Fiscal System (SFS).
2. Document and validate requirements using DOH endorsed methodology and templates.
3. Develop and maintain report documentation, including report purpose, description, data input and output and design documentation (data dictionary, data flow, diagrams, transformations performed).
4. Collaborate with DOH to perform vendor testing and user acceptance testing, including usability and data validation.
5. Ensure reports and related metadata are available on screen, readable/printable, PDF printing and download, and as CSV download.

6. Update and revise reports and metadata as needed and make available these available within one month of revisions.

The bidder must describe how it will ensure that the minimum list of reports specified in Section C. 12., of the RFP are available to SFA customers and the Department.

### **11. Communication Management**

The bidder must describe in detail its proposed methodology for Communication Management for the project. This methodology will serve as the foundation for the Communication Management Plan that must describe the bidder's approach and plan for managing communications. Bidders must meet the following proposal requirements:

1. Describe potential stakeholders based on the bidder's previous experience and previous experience with or understanding of requirements for this RFP.
2. Describe how communication with the different stakeholders will be accomplished and communication channels that will be used.
3. Describe how the Communications Management Plan will be integrated into the overall project management approach, including any and all COTS tools that will be used.
4. Describe the contact management system that will be used to track and report stakeholder written, electronic, and telephone inquiries from the Department, municipalities, providers and other stakeholders, and how it will be accessed by Department staff.

### **12. Utilize Establish Banking and Accounting Functions**

The SFA must utilize the Department's establish escrow account for provider and municipal claims payment and provide wire access to the account to all municipalities and the State Comptroller's Office. The account must be clearly able to identify and manage funds received from and paid to each municipality. The SFA cannot draw upon the account except for the purposes of provider or municipality claims payment. Bidders must meet the following proposal requirement:

1. Describe how the SFA will:
  - a. Perform all banking services necessary to maintain the provider and municipality payment function.
  - b. Maintain the Department-approved banking services for Depository and Disbursing Accounts.
  - c. Reconcile accounts with the designated financial institution based on the exchange of files containing information related to the status of checks.
  - d. Receive, log, process and track payments received from third party payers.
2. Describe the unclaimed fund process that will be established.
3. Describe the internal controls in place to account for checks received from various sources.
4. Describe how the SFA will:
  - a. Support and monitor the production of letters to providers for checks that have not cleared within a period established by the Department; and,
  - b. Support and monitor the production of stop payment orders for checks that have not cleared within a period of time established by the Department.
5. Describe how they will provide the capability to transmit a test Electronic Funds Transfer (EFT) to the designated Financial Institution and verify that the EFT transaction was processed in accordance with Department policies and procedures.

### **13. Issue Management**

The bidder must describe its proposed Issues Resolution Management methodology that will serve as the foundation for the Issues Resolution Management Plan for the project. The methodology should describe the bidder's approach and plan for managing issues. Bidders must meet the following proposal requirements:

1. Describe business processes and procedures that will be used for the identification, definition and evaluation of project issues related to the SFA services.
2. Describe how the processes and procedures will differentiate between an issue and a risk.
3. Describe how the Department will be notified of any issues and risks, especially those related to fiscal integrity of the SFA services.
4. Describe how the Issues Resolution Management Plan will be implemented within the EPMO structure, and how it will be integrated into the overall PM approach.
5. Describe how the business processes and procedures will be used to resolve issues.

#### **14. Risk Management**

The bidder must describe its proposed Risk Management methodology that will be the foundation for the Risk Management Plan for the project. The methodology should describe the bidder's approach and plan for managing risk related to the project, with a focus on fiscal integrity of the system and the flow of data between NYEIS and KIDS and the SFA system. Bidders must meet the following proposal requirements:

1. Describe business processes and procedures that will be used for risk assessment.
2. Describe processes and procedures that will differentiate between issues and risks.
3. Describe the COTS product, tools and techniques that will be used for risk identification, documentation, management, analysis, logging, and mitigation.
4. Describe how the Risk Management Plan will be implemented within the enterprise project management structure and how it will be integrated into the overall project management approach, including any and all COTS tools that are used.
5. Describe how the Risk Management Plan will aggressively monitor risk and identify triggers to risk events.
6. Describe how the Risk Management Plan will address the risks in the implementation and of SFA services and provide aggressive mitigation strategies, including how the phased implementation will be leveraged to assure a successful transition.

#### **15. Quality Improvement**

The bidder must describe its proposed Quality Management Methodology that will be the foundation for the Quality Management Plan for the project, and how it will fulfill Department requirements as defined in this RFP and achieve continual improvement of the contractor's performance in relation to project objectives.

The bidder's methodology must ensure fiscal integrity of the system consistent with GAAP. This Quality Management Methodology must have a set of defined processes that are designed to work together to accomplish a set of quality objectives. Bidders must meet the following proposal requirements:

1. Describe in detail the methodology being proposed for quality management and how it will ensure a proactive approach to analyzing and assessing the quality and accuracy of

performance and procedures that will be used for the identification and definition of quality issues related to all manual, automated, financial and data facets of the EI Program

2. Describe the metrics that will be used to measure quality and identify and report issues.
3. Describe in detail the prepayment audit process.
4. Describe how the proposed methodology will provide a standardized approach to ensuring project objectives are met, deliverables meet the Department's expectations, and processes are in place to continuously check quality.
5. Describe how the proposed methodology will ensure on-time and accurate completion of regular and ad-hoc tasks;
6. Describe how the Quality Management Plan will be implemented within the EPMO structure and how it will integrate into the overall PM approach including any and all COTS tools that are used;
7. Describe how the Department will be notified immediately of any issues identified with information contained in the SFA system or data and of any incidents that cause the failure of any component of the SFA, including incorrect payment of providers;
8. Describe the ongoing process that will ensure data quality including data quality reporting, assessment techniques, monitoring and measurement, testing and validation, issues management, operational procedures, and continuous improvement.

## **16. Performance Management**

The bidder must submit a Performance Management Plan, as described in Section C. 18., of this RFP, for each service level agreement defined in Attachment C- Service Level Agreements, including a plan for providing access through the web portal to a dashboard that will display upon demand SFA operational performance metrics to provide Department management with ongoing access to these metrics.

## **17. Organization Change Management Task**

The bidder must describe its proposed Organizational Change Management Methodology which will be the foundation for the Organizational Change Management Plan and how it will fulfill the Department's requirements while minimizing the disruption to the organization during the implementation of new applications and all subsequent enhancements. This Organizational Change Management Methodology should have a set of defined processes designed to assist the Department's workforce and other stakeholders in managing change. Bidders must meet the following proposal requirements:

1. Describe the approach to Organizational Change Management and the methodology that will be employed to assist the Department in envisioning SFA services and document associated business processes.
2. Describe how the contractor's methodology will assist the Department in:
  - a. assessing the impact of change upon jobs, roles, workflows and skill requirements needed to ensure successful deployment.
  - b. performing the Business Process Gap Analysis.
  - c. performing organizational readiness assessments;
  - d. Planning and conducting workforce transition activities;
3. Describe the contractor's staffing organization and how it will provide technical assistance to the Department's stakeholders with regard to the identification and definition of their functional requirements.

## **18. Training**

The bidder must propose a Training Strategy for use of the SFA that demonstrates the contractor has a clear and comprehensive understanding of the training-related tasks that are needed to support this project, and the contractor and Department roles in those tasks. At a minimum, the Training Strategy must address how the transfer of knowledge will occur between the contractor and project stakeholders including but not limited to:

1. Department of Health staff
2. Department NYEIS contractor staff
3. Other State agencies (OSC, OFT)
4. Municipalities
5. Providers
6. Federal and State audit staff, including OMIG staff, the Attorney General

Bidders must meet the following proposal requirements:

1. Describe the proposed Training Strategy based on its understanding of the Department's project goals, the contractor's proposed solution, and the contractor's own experience with comparable projects.
2. Describe how the bidder will coordinate with the Department's current NYEIS systems integrator to coordinate content for the training.
3. Describe the proposed methods to be used to develop and deliver training to all stakeholders of the SFA services.
4. Provide a recommended training course list and proposed content to support each stakeholder role.
5. Describe the organizational structure that will be used to ensure a regional presence and hands on training at provider and municipal sites.
6. Describe the proposed approach to knowledge transfer and the training mechanisms that will be put into place to ensure and measure the knowledge transferred.
7. Describe the proposed innovative delivery mechanisms that will be put into place to reduce the cost and travel associated with training.

## **19. Business Continuity and Disaster Recovery Requirements/Back up Facility**

The bidder must describe in detail its proposed Business Continuity and Disaster Recovery Methodology and how it will fulfill the Department's objective to protect valuable information assets of the SFA and allow continuous availability of business-critical applications. This Business Continuity and Disaster Recovery Methodology should have a set of defined processes that are designed to work together in the event of a disruption or disaster. The bidder demonstrate its current capability in ensuring business continuity for their current claiming and/or fiscal agent services they provide, including ongoing data back-up, disaster recovery, and fail-over capability. The bidder should include a complete description of its proposed software solution, in accordance with specifications in Section C. 20., of this RFP.

## **20. Security, Privacy and Confidentiality Requirements**

The bidder must describe in detail its experience, capacity, track record and approach to fulfilling all responsibilities described in Section C. 22., of this RFP with respect to its capacity to comply with all applicable State and Federal security, privacy, and confidentiality requirements, including a detailed plan for implementing these requirements in SFA's operations. This plan must detail the steps that

will be taken to ensure that staff, agents, and subcontractors are educated in and adhere to specific security, privacy, and confidentiality requirements applicable to the SFA, including:

1. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and associated regulations.
2. The Family Educational Rights and Privacy Act of 1974 and associated regulations;
3. The Privacy Act of 1974.
4. New York State Office of Cyber Security and Critical Infrastructure Coordination, Cyber Security Policy P03-002, New York State Information Technology Policies, Standards and Guidelines (<http://www.cscic.state.ny.us/lib/policies>).
5. New York State Information Technology Policies, Standards and Guidelines G07-001, Identity and Access Management: Trust Model.
6. National Institute of Standards and Technology SP 800 series.
7. The Certification Commission for Health Care Information Technology Security Criteria for 2007 Certification of Inpatient Electronic Health Records (EHRs) and FIPS publication 140-2 issued May 25, 2001.

The offer must describe how it will meet all privacy and security requirements of HIPAA Regulations.

The offer must include a plan to provide training to Department and contractor staff on privacy and security procedures.

The bidder must describe in detail procedures that will be used to notify the Department immediately of any breach of security, privacy and confidentiality, as well as comply with any federal or State laws related to other notification in relation to such breach.

The bidder must include in its response the overarching strategy for all levels of security, including but not limited to:

- HIPAA and FERPA Security and Privacy policies and procedures.
- Data Security.
- Network Security.
- Application Security.
- Physical Security.

## **21. Turnover Phase Requirements**

The bidder must describe its experience, capacity, track record and proposed approach for transitioning operational and technical support activities that have been maintained and operated by the SFA to the Department or successor contractor. The bidder must address in its response the procedures that will be used for an orderly, complete, and controlled transition process. Procedures for implementing all turn-over requirements specified in Section C. 24., must be addressed, including procedures to:

1. Avoid disruptions of processing and services provided to members, providers, and operational users of the system during the turnover period.
2. Maintain fiscal agent responsibility through the effective date of the transfer of responsibility and through the completion of the reconciliation of final cycle processing conducted by the fiscal agent, including cycle data and report output; and,
3. Provide technical and operational services and information as needed to facilitate an informed, coordinated, and complete transfer of activity.

4. Provide all operating documents including manuals and other educational materials that have been updated and are current.
5. Provide all data files to the successor contractor in an electronic Department approved format;
6. Inform the new contractor of any issues or risk, including results of auditing
7. Furnish a monthly reconciliation for all bank accounts established and maintained by the contractor for six months following termination of the contract
8. Encourage all employees, including management, to remain through the turnover phase.

## **22. Perform Accounting Functions**

The bidders must describe their experience, capacity, track record, and approach to SFA accounting functions, including a detailed description of procedures for:

1. Maintaining accounts receivable, including handling and accounting for emergency provider payments, liens, and recoupment's.
2. Monitoring and reporting on the status of each accounts receivable.
3. Logging receipt data of each withholding and penalty request and completion date of withholding or penalty.
4. Supporting and monitoring the process to generate checks to providers for accounts payable balances.
5. Creation of financial transactions and processing of accounts receivable transactions, funds received transactions, lump sum payment transactions, and cash advance transactions as requested by the Department.

## **23. Audit Support Proposal Requirements**

Bidders must describe their experience, capacity, track record, and approach to SFA operations for audit support, including procedures to:

1. Assist the Department, the Office of the State Comptroller (OSC), the federal Office of Special Education Program, the Department of Health and Human Services (DHHS), Office of Attorney General (OAG), Office of Medicaid Inspector General (OMIG) or other authorized personnel who perform audits relating to the services rendered by the contractor and any subcontractors.
2. Provide support to the audit staff as directed by the Department, including in responding to audit findings.
3. Assist Department staff in responding to audit findings or requests for information.

## **24. Expert and Consulting Services**

Bidders must describe their experience, capacity, and planned approach to SFA Operations to provide the Department, upon the Department's request, with expert testimony in support of administrative and legal actions against EIP providers and provide research and documentation to support administrative hearing, appeals and court cases.

## **25. References**

1. The bidder should provide three (3) references external to the bidder or subcontractor organizations. The purpose is to provide the Department the ability to verify the claims made in the proposal by the bidder.

2. The references in total provided must meet all of the criteria below. The reference criteria are as follows:
  - a. Every reference should be with regard to a project implemented within the past ten(10) years;
  - b. The bidder should have been the prime contractor for at least one (1) of the contract(s) associated with any one of the three references;
  - c. The services provided for each of the references should have included system design, development, implementation, maintenance and operations; and,
  - d. At least one of the references should be for a health care claims processing system.
3. The Department reserves the right to contact additional references (i.e., those known to the Department as clients of the bidder but not listed by the bidder as a reference).

## **2. PRICE PROPOSAL REQUIREMENTS**

A complete Price Proposal consists of:

- Signed Pricing Proposal Form (Attachment K)
- Lobbying Form (See Attachment L)
- M/WBE Forms (See Attachment M)

All prices should be based on the deliverables described in this RFP, on the information provided below and information provided on the Price Proposal Form (Attachment K). The prices presented in the Price Proposal Form must be inclusive of all activities necessary to implement the deliverables as described in this RFP in Sections C & D.

The proposal prices must cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

The information below outlines what bidders should consider when calculating the price of each deliverable on the Price Proposal Form (Attachment K).

### **Price Proposal Form**

Five deliverable categories have been established to include the deliverables and activities described in Sections C and D. The Price Proposal Deliverables Matrix below should be used to calculate the year one price for each category in the Price Proposal Form (Attachment K).

**A price MUST be submitted for each pricing deliverable category. Price Proposal Forms that do not include a price for each category will be disqualified.**

Pricing will be provided for Year 1 of the contract ONLY (with the exception of Turnover Phase pricing provided only for Year 5.) Pricing for years 2 through 5 of the contract will be determined by Year 1 pricing (as provided in the Price Proposal Bid form) plus an annual increase **of the lesser of** three percent (3%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington, D.C., 2012 for the twelve (12) month period ending three (3) calendar months prior to the anniversary date for the preceding twelve month period.

A Maximum Percentage of Total Cost has been established for each deliverable category. The maximum percentage limit listed in the Price Proposal Matrix and the Price Proposal Bid Form cannot be exceeded when calculating the cost for each deliverable. **Proposals that exceed the Maximum Percentage of Total Cost for any deliverable will be disqualified.**

***Price Proposal Deliverables Matrix***

<b>Deliverables</b>	<b>Includes Following Contract Requirements</b>	<b>Maximum Percentage of Total Cost</b>
<b>1. Claiming and Adjudication</b>	All elements under Section D.1.a-c. SFA Operations Requirements <i>Note: All costs related to Technical Infrastructure and Web-based User Interface should also be included in this cost.</i>	60%
<b>2. Customer Service</b>	All elements under Section D.1.d. Customer Service Center	30%
<b>3. Project Planning and Operations Management</b>	All element under Section D.5, D.6., D.11 and D.13. through D.23. D.5. Project Planning D.6. Project Management Plan (PMP) D.11. Communication Management D.13. Issues Management D.14. Risk Management D.15. Quality Improvement D.16. Performance Management D.17. Organization Change Management D.18. Training D.19. Business Continuity and Disaster Recovery/Back up Facility D.20. Security, Privacy and Confidentiality D.22. Perform Accounting Functions D.23 Audit Support	40%
<b>4. Data and Reporting</b>	All elements under Sections D.7. through D.10. D.7. Metadata Management and Delivery D.8 Data Warehouse/Data Management D.9. Data Synchronization/Transfer/Conversion and Integration D.10. Reporting	30%
<b>5. Turnover</b>	D.21. Turnover Phase (Year 5 only)	5%

1. Claiming and Adjudication

All elements delineated throughout this RFP in Sections C and D.1.a-c.(SFA Operations Requirements) must be considered and included in the yearly costs for this deliverable category. Please note that all costs related to Technical Infrastructure and the Web-based User Interface requirements should also be included in the yearly costs for this section.

2. Customer Service

All elements delineated throughout this RFP in Sections C and D.1.d.

### 3. Project Planning and Operations Management

All elements delineated throughout this RFP in Sections C and D.5, D.6., D.11 and D.13. through D.23 must be considered and included in the yearly costs for this deliverable category.

### 4.Data and Reporting

All elements delineated throughout this RFP in Sections C and D.7 through D.10. must be considered and included in the yearly costs for this deliverable category.

### 5. Turnover Phase

All elements delineated throughout this RFP in Sections C.21 and D.21 must be considered and included in the yearly costs for this deliverable category. This deliverable category will only be paid in Year 5 of the contract.

## **3. COMPANY'S FINANCIAL CAPACITY AND STABILITY**

If requested by the Department during the evaluation process, bidders should be prepared to provide evidence of their financial ability to perform the terms and conditions of the contract. Each bidder should be able to provide independently audited financial statements (not annual reports) for the last three full years of operations, even if they are proprietary in nature.

If a bidder is not required to have audits performed, other evidence of financial ability to perform this project should be available. At a minimum, this should include a Comprehensive Dunn and Bradstreet Report and the last three full years of internal financial statements.

In addition, the information as described above should be available for major subcontractors. If the bidder proposes to subcontract any portion of the work required under the contract and the subcontractor will be paid more than \$100,000, the subcontractor should have the same financial information available for submission as is required in this section for the bidder.

## **4. METHOD OF AWARD**

At the discretion of the Department of Health, all bids may be rejected. The evaluation of the bids will include, but not be limited to the following considerations:

The quality and fiscal integrity of the Fiscal Management System used by EI SFA is of paramount importance to the Department. Contract selection will be based on the "Best Value" approach. Although price will be a factor, the overall value in terms of "quality, cost and efficiency" pursuant to Article XI of the New York State Finance Law will be the prime determinant.

Prospective contractors will be evaluated on the basis of many factors in addition to cost, including but not limited to demonstration of:

- Ability to implement high quality EI SFA services for the EIP consistent with program requirements and work scope detailed in this RFP.
- Ability to provide an efficient, orderly and controlled transition from current systems for payment to fiscal management and claims payment by the EI SFA.
- Extensive and successful experience adjudicating claims with third party health insurance carriers, including the Medicaid program.

- Capacity to support electronic and paper claims submission by providers and to claim third party payors on behalf of providers.
- Ability to meet the data and reporting requirements of the Department, municipalities, providers, and auditing entities.
- Capacity to rapidly implement changes in operations and systems in response to EIP changes, such as requirements for claims edits, adjustments to EIP rates, and structural changes in how payment is made relating to the EIP or the Medicaid Program.
- Adherence to technical, data, system development, and project management industry standards.
- Qualifications of key personnel.
- Level of support provided to the Department, municipalities and providers related to implementation of EI SFA services.

The State of New York will perform a fair and comprehensive evaluation of the proposal received in response to this RFP in accordance with the New York State procurement law, guidelines and procedures, as well as policies and procedures approved by the Department. This section of the RFP describes the evaluation process that will be used to determine which Proposal provides the best value to the Department. The evaluation process will ensure the selection of the best overall solution for the New York State Early Intervention Program on a “best value” basis. Scoring will be split 75% for the Technical Evaluation and 25% for the Cost Evaluation.

### **Compliance Assessment**

The purpose of this phase is to determine if each Technical and Price Proposal meet the minimum requirements. As part of its initial screening, a Compliance Assessment will be performed on all Proposals submitted in response to this RFP to assure that the mandatory requirements for proposals have been satisfied. Proposals not meeting any of the mandatory requirements may be declared nonresponsive. Proposals passing the compliance assessment will be forwarded for full evaluation.

The Compliance Assessment will have a pass/fail screening that includes the following requirements:

1. The Technical and Price Proposals were submitted by the proposal due date;
2. The bidder meets the following minimum eligibility requirements:
  - Attests that by the time of contract, be enrolled as a Service Bureau for the Medicaid Program, in accordance with 18 NYCRR Section 504.9 ([http://www.health.ny.gov/regulations/nycrr/title\\_18/](http://www.health.ny.gov/regulations/nycrr/title_18/)) and have the capacity to bill on behalf of EI providers and receive remittance advices from the Medicaid Program. A contract award will be contingent on the bidder’s status as a Service Bureau or submission of an approvable application to the Department’s Office of Health Insurance Program.
  - Has the experience detailed below:
    - a. The bidder must have a minimum of sixty (60) months of large scale, complex health care claim processing experience with Medicaid and/or health services organizations, including significant experience with claiming commercial experience; and,
    - b. The bidder must have been the prime contractor for at least one (1) project that approximates the scope of this project and that includes system design, development, implementation, maintenance and operations and large, complex medical claims processing.

### 3. The Price Proposal:

- was submitted in the form provided in Attachment K of this RFP;
- contains a price for each deliverable category; and
- no per deliverable percentage exceeds the maximum allowable percentage listed in the form.

### **Scoring Of Technical Proposals (75%)**

The evaluation of the bidder's technical approach will be based on the responses provided in the proposal. The highest scoring proposal will receive the full percentage. Information from the Price Proposal or the evaluation of the Price Proposal will not be available to the Technical Evaluation Committee during its evaluation.

The Technical Evaluation follows the Technical Proposal requirements; bidders are advised to submit proposals that are comprehensive and clearly reflect the technical proposal requirements. This includes, among other proposal requirements, contractor and staff background/fiscal agent and Medicaid and commercial insurance billing experience, understanding of the scope of the project, responsiveness to specifications, a robust SDLC that includes adequate project and schedule controls, adequacy of staffing levels, etc.

Detailed evaluation criteria will not be disclosed to bidders.

The technical raw scores will be normalized as follows:

$N = (A \div B) * 75$  where:

A is the score being evaluated;

B is the highest technical score; and

N is the normalized technical score.

### **Scoring Of Price Proposals (25%)**

A separate committee will review and score the Price Proposals from all bidders meeting the Compliance Assessment mandatory requirements.

The Price Proposal Evaluation Committee will award the full percentage available to the bidder with the lowest overall cost.

The price scores will be calculated as follows:

$C = (A \div B) * 25$

A is Total Price of lowest Price Proposal;

B is Total Price of Price Proposal being scored; and,

C is the Price score.

### **Technical And Price Proposals Combined**

Technical and Price Proposal scores will be combined to establish a score for each proposal. The proposals will then be ranked based on each bidder's combined score. The ranking will be in descending order.

In the event of a tie, the determining factor(s) for award, in descending order of importance, will be:

- Lowest cost
- Minority/Women-owned Business Enterprise (MWBE) utilization
- Past experience
- References

## **E. ADMINISTRATIVE**

### **1. Issuing Agency**

This Request for Proposal (RFP) is a solicitation issued by the NYS Department of Health. The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

### **2. Inquiries**

Any questions concerning this solicitation must be submitted in writing prior to the date listed on the RFP cover page, and directed to Gwyn Marschman at:

NYS Department of Health  
Bureau of Early Intervention  
Empire State Plaza  
Corning Tower Building, Room 287  
Albany, New York 12237-0660

or via email: [gxm11@health.state.ny.us](mailto:gxm11@health.state.ny.us)

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at <http://www.health.ny.gov/funding/> by the date indicated in the Schedule of Key Events.

### **3. Submission of Proposals**

Interested Vendors should submit proposals according to the detailed submission requirements below.

These instructions prescribe the format and content of the bidder's proposal and are designed to facilitate the submission of a proposal that is easy to understand and evaluate. Failure to adhere to these instructions may result in the disqualification of the Proposal. For the purposes of this section, the terms bidder, bidder and vendor may be used interchangeably and the terms bid, offer or proposal may be used interchangeably.

A Proposal consists of two distinct parts:

- (1) Technical Proposal, and
- (2) Price Proposal

and should be submitted as follows:

Technical Proposal

Two (2) signed originals, ten (10) copies in hardcopy format and one (1) electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only.

Price Proposal

Two (2) signed originals, six (6) copies in hardcopy format and one (1) electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only.

No electronic or email submissions will be accepted. Proposals must be received no later than the time on the day specified on page 1 of this RFP. Proposals should be clearly marked "EI State Fiscal Agent RFP #12122051104 and directed to:

Gwyn Marschman  
NYS Department of Health  
Bureau of Early Intervention  
Empire State Plaza  
Corning Tower Building, Room 287  
Albany, New York 12237-0660

Late bids, for whatever reason, including delay by the carrier or not being received in the Department's mail room in time for transmission to Room 287, will not be considered.

All proposal materials should be printed on 8.5" x 11" white paper (two-sided), be clearly page numbered on the bottom of each page with appropriate header and footer information. A type size of eleven (11) points or larger should be used. The Technical Proposal materials should be presented with binder clips, or banded (not stapled, bound or in a binder), separate from the sealed Price Proposal. The sealed Price Proposal should also be presented with binder clips or banded (not stapled, bound or in a binder), in a separate sealed envelope.

Original proposals should be marked as such. Where signatures are required, the original proposals should be signed in ink. Electronic signatures are not acceptable.

The proposal should be as specific as possible in its responses to provide the Department with an adequate understanding of the intent of the proposal

Proposals should be self-contained. No models, videotapes, illustrations, brochures or Web site postings will be accepted.

In the case of any discrepancy between the electronic and the hard copy documents the hard copy shall supersede.

**4. The Department Reserves the Right To:**

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;

5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 365 days from the bid opening; and
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

## **5. Payment**

If awarded a contract, the contractor shall submit invoices and/or vouchers to the State's designated payment office:

NYS Department of Health  
Bureau of Early Intervention  
Empire State Plaza  
Corning Tower Building, Room 287  
Albany, New York 12237-0660

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply

with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by Email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

Vouchers shall be submitted to the designated payment office on a monthly basis. Payments will be based the completion of project deliverables as described in the Pricing Proposal Bid Form and Deliverables Matrix (Attachment K) , subsequent performance incentives, and as negotiated between the Department and the successful contractor, in the best interest of the State. Failure of the Contractor to meet the deliverables outlined in this RFP will result in payments not being processed until they are met. Payment will be based on the receipt of acceptable required reports. Templates for monthly and expenditures reports will be provided to the Contractor by the Department.

The volume of claims to receive contractor reimbursement may change during the contract period if the number of participating counties is increased or reduced during this period.

## **6. Term of Contract**

This agreement shall be effective upon approval of the NYS Office of the State Comptroller.

The anticipated contract term is April 1, 2013 through March 31, 2018.

This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

## **7. Debriefing**

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

## **8. Protest Procedures**

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website in the Guide to Financial Operations, Section XI.17 at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

## **9. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment J).

## **10. State Consultant Services Reporting**

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State. The winning bidders for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

Winning bidders must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at: <http://www.osc.state.ny.us/procurement/>.

## **11. Lobbying Statute**

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, provides, among other things, the following as pertains to development of procurement contracts with governmental entities:

- a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;

- d. authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f. requires the timely disclosure of accurate and complete information from bidders with respect to determinations of non-responsibility and debarment;
- g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- h. modifies the governance of the New York State Commission on Public Integrity
- i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- j. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- k. establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Bidders. Sections 139-j and 139-k are collectively referred to as “new State Finance Law.”

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Commission on Public Integrity regarding procurement lobbying, the Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Commission on Public Integrity.

## **12. Accessibility of State Agency Web-based Intranet and Internet Information and Applications**

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, “Accessibility Web-based Information and Applications”, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.



### **13. Information Security Breach and Notification Act**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.dhSES.ny.gov/ocs/breach-notification/>.

### **14. New York State Tax Law Section 5-a**

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an bidder meeting the registration requirements but who is not so registered in accordance with the law.

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD attached hereto. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Bidder shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Forms ST-220-TD and ST-220-CA may be accessed electronically at:

ST-220-TD:

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) and

ST-220-CA:

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

## **15. Piggybacking**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.state.ny.us/procurecounc/pgbguidelines.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

## **16. Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women**

### NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of New York State Department of Health contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that New York State Department of Health establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

### Business Participation Opportunities for MWBEs

For purposes of this solicitation, New York State Department of Health hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that New York State Department of Health may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how New York State Department of Health will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and New York State Department of Health may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a MWBE Utilization Plan on Form #1 with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to New York State Department of Health.
- B. New York State Department of Health will review the submitted MWBE Utilization Plan and advise the Bidder of New York State Department of Health acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the [AGENCY NAME, address phone and fax information], a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by New York State Department of Health to be inadequate, New York State Department of Health shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form #2. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. New York State Department of Health may disqualify a Bidder as being non-responsive under the following circumstances:
  - a) If a Bidder fails to submit a MWBE Utilization Plan;
  - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - c) If a Bidder fails to submit a request for waiver; or
  - d) If New York State Department of Health determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to New York State Department of Health, but must be made prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report on Form #3 to the New York State Department of Health address, phone and fax information, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form #4) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the New York State Department of Health, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

## **F. APPENDICES**

The following will be incorporated as appendices into any contract resulting from this Request for Proposal. This Request for Proposals, excluding blank Attachments H, I, J, K, L and M and Attachment N "Sample Standard NYS Contract Language and Appendices", will itself be included as an appendix of the contract.

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B-1 – Questions and Answers
- APPENDIX B - Request for Proposal
- APPENDIX C - Proposal
  - The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.
- APPENDIX D - General Specifications
- APPENDIX E
  - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
    - Workers' Compensation, for which one of the following is incorporated into this

contract as **Appendix E-1**:

- **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/OR Disability Benefits Insurance Coverage Is Not Required; OR
  - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
  - **SI-12** – Certificate of Workers' Compensation Self-Insurance, Or **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
- Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
- **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/OR Disability Benefits Insurance Coverage Is Not Required; OR
  - **DB-120.1** – Certificate of Disability Benefits Insurance
  - **DB-155** – Certificate of Disability Benefits Self-Insurance
- Appendix G - Notices
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)
- Appendix M - Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures
- Appendix X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

## **G. LIST OF ATTACHMENTS**

Attachment A:	Description of EIP Data Systems
Attachment B:	Graphic Model of SFA Operations
Attachment C:	Service Level Agreements (SLA)
Attachment D:	List of NYEIS Edits.
Attachment E:	Staffing and Organization Plan.
Attachment F:	DOH Project Management Office Field Guide for Contractors
Attachment G:	Regional On-Site Training Regions
Attachment H:	NYS Department of Health No Bid Form
Attachment I:	Transmittal Form
Attachment J:	Vendor Responsibility Attestation
Attachment K:	Price Proposal Bid Form and Deliverables Matrix
Attachment L:	NYS Department of Health Lobbying Form
Attachment M:	M/WBE Procurement Forms
Attachment N:	Sample Standard NYS Contract Language and Appendices

## Attachment A

### Description of EIP Data Systems

#### The New York Early Intervention System (NYEIS)

Beginning in September 2010, the Department began an incremental implementation of the NYEIS. NYEIS is a centralized, Web-based system that electronically manages Early Intervention Program (EIP) administrative tasks and provides for information exchanges. This system is designed to support EIP's service delivery, provider approval, financial, administration, and management activities at both the local and state levels. These activities include initial intake, evaluation, eligibility determination, Individualized Family Service Plan development, service provision, and provider claiming to municipalities, and municipality claiming to 3rd party insurance and DOH. NYEIS also interfaces with Medicaid systems to assist in determining if a child has Medicaid, the child's Medicaid eligibility periods as well as if child is eligible on the date of service.

NYEIS meets all mandated requirements of the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), Individuals with Disabilities Education Act (IDEA), Article 25 New York State Public Health Law, and Medicaid requirements. It provides secure, role based access to end users, interfaces with other state systems, and adheres to industry architectural standards. NYEIS is accessible to end users and Department staff 24 hours/7 days per week.

NYEIS is based upon both the technical and functional components of Curam, a human services software. The Curam base application Core Business Services provides four major grouping of components known as Managers. The Managers combine with a range of business and technical infrastructure and an Administration Manager. The main Curam features used in NYEIS include: the Participant Manager, Case Manager, Financial Manager and Administration Manager. Curam has been substantially customized for the EIP environment.

NYEIS architecture is an "n-tier" application architecture based upon open-systems industry standards. It consists of Presentation, Application, and persistence (or Database) layers executing on hardware and software platforms utilizing the following:

- a Thin Client structure based upon the Model-View-Controller architecture
- the Websphere Internet/Application Server for both the Web Server and J2EE Application Server
- an oracle RDBMS as the persistence Layer for implementing the NYEIS Operation Database;
- Site Minder and LDAP compliant sign-on, consistent with the NYeNet Standards for security, access, control and Single Sign-On;
- an Integrated (and encapsulated) Application Development Environment comprised of both industry leading COTS tools (e.g. Rational and WebFocusStudio application Developer) and the Curam Framework's Integrated Development Environment;
- iWay Adapters and the iWay XML Transformation Engine (iXTE) to connect to various data sources;
- AIX Operating System

NYEIS integrates into the DOH and OITS environments and utilizes OITS' NYeNet and State Data Center. NYEIS utilizes the Department of Health's Health Commerce System as the portal for access to the system, although there is the capability for Directory Access services through OITS. NYEIS conforms to OFT and DOH security requirements. Curam's Administration Manager provides the mechanism to create an organizational structure and assign levels of security to users based upon numerous criteria including role, level and geography.

As of December 2012, approximately 50 providers submit HIPAA 5010-formatted electronic claims to municipalities using NYEIS. The remaining providers or municipalities on behalf of providers are manually entering service delivery data on-line into NYEIS. Invoices can be created for any number of claims for any number of services within a given time period within the claiming period. Each line on the invoice is considered a claim. To create a claim, a provider selects the service authorization, which details specific services that

have been approved by the municipality, relating to the service that was delivered. The service authorization pre-populates some information on the claim, for example provider of record and rendering provider, which can be changed as necessary. The provider enters additional information in the claim, including: date of service, time of service, the appropriate ICD 9 code from a list on the child's record or through additional search and selection, and one or more Procedure Codes (HCPCS or CPT). Each claim line counts as one service against the service authorization. The claim is edited against the service authorization to ensure that the claim is consistent with the authorization. For those claims that are consistent with the service authorization, NYEIS performs a preliminary calculation of the payment for each of the claims and the invoice total based upon the EI rate schedules and billing rules.

NYEIS performs a batch run of submitted claims that passed preliminary editing against the service authorization. During the batch process, NYEIS runs the claim through a number of edits, determining, for example, the provider is approved on the date of service and has a contract with the municipality where the service was rendered; the claim is submitted in accordance with the billing rules; there is no duplicate claim in history, as well as other editing (See Attachment D – NYEIS billing edits). If the claim fails this editing, the claim may be denied, and the provider can resubmit via a new claim on a new invoice. NYEIS currently does not have the capability to link denied claims with re-submittals. Some claims may be pended for a violation of the billing rules and will be adjudicated at the municipal level. Claim payment amounts and invoice amounts are recalculated to account for denied claims.

After the batch process, the claims are sent electronically to the municipality for sign off. Claims will appear in the municipality's invoice review work queue for review. The municipality has 90 days to review the claims. If the municipality does not finish reviewing the invoices within 90 days, the claims that have not been reviewed will be automatically set to "approved". Providers cannot be paid for these claims until they are approved. After reviewing and approving claims on an invoice, the municipal financial worker can select which claims to release or select "all" to release all claims for provider payment. For example, the municipality can determine if a billing waiver can be provided for a claim that violated the billing rules which will allow the claim to be approved and paid. Municipalities can also reject a claim if it fails to meet certain municipal policies, contractual obligations or if service date/time for the same provider overlaps with another program (i.e. Preschool Special Education). Claims that are approved and payable will be included in the next payment file to the municipality's comptroller's office when released for the municipality to issue payment to the provider.

Parents are required to provide information regarding a child's third party insurance coverage, including public and private payers, as well as the child's social security number. The insurance information is entered by the municipality into NYEIS. NYEIS can generate subrogation letters that the municipality and providers as of April 1, 2013, can send to commercial insurers which request additional information regarding the child's insurance coverage. Utilizing insurance information entered by the municipalities, NYEIS determines primary and secondary commercial insurance coverage and looks at the type of service, policy coverage and whether the insurer is regulated to make a determination regarding whether the insurance is billable.

NYEIS automatically searches the Medicaid Welfare Management System (WMS) databases when the child's integrated case is opened. Matches are returned to the municipality for review and confirmation. For children with Medicaid CIN on file in NYEIS, a request is sent automatically every 6 months to WMS verify/update coverage periods. For children with no MedicaidCIN on file in NYEIS, a request is sent automatically every month. NYEIS also checks Medicaid eligibility at the time of submission of a claim to determine if child had eligibility on the date of service. A user can also initiate a check for Medicaid CIN information at any time. If the child has or had Medicaid, the request in return provides the child's Medicaid CIN and effective from/to dates to the initiator of the request. If Medicaid coverage is found, a task is created in the municipality work queues that direct the user to view and select the Medicaid coverage result and add it to the child's insurance coverage.

Once provider claims that are either approved by the municipality or have not been reviewed within 90 days of submission, data necessary for municipality claiming to third party insurance are staged nightly for creating electronic HIPAA 5010-formatted claims for submission to Medicaid and/or for printing CMS 1500s for paper claiming to commercial insurance companies. NYEIS accepts and processes the 835 remittance advice from Medicaid. Municipalities receive paper remittances for paper claims, which must be reconciled manually on NYEIS. The Department is currently piloting with a clearinghouse, Gateway EDI, to submit 837 electronic

claiming to commercial insurance companies and to accept 835 electronic remittances. NYEIS will then process reconciliation of electronic payments, with any remaining balances moving to a secondary or tertiary commercial insurer if applicable, then to Medicaid if the child is Medicaid eligible, and finally moving to a State voucher if there is no Medicaid involvement. Early Intervention is the last payer after all commercial insurance and Medicaid claiming has been exhausted. Medicaid payment is considered payment in full except in the case where Medicaid rates are changed and recoupment(s) or additional payments must be made.

After claims have been reconciled, any remaining balance on the claim can be submitted to State voucher to allow municipalities to partially recoup the costs of paying providers. Using NYEIS, municipalities can generate a State voucher for reimbursement at 49% for non reimbursed costs for those claims that have been fully adjudicated. NYEIS then processes State vouchers submitted by the municipality for 49% consistent with the required nine month lag in municipal reimbursement by the state.

Commercial insurers may apply payment/reimbursement to a child and families' plans co-payment or deductible amount rather than remitting payment to the municipality for services. If this occurs, municipalities continue to record this as a payment received from a commercial insurer in NYEIS. Any balance of this claim would be sent to another commercial insurer, Medicaid of SDOH if applicable.

### **Kids Integrated Data System (KIDS) Legacy Data System,**

The Kids Integrated Data System (KIDS), which currently supports the New York State Early Intervention Program, is being replaced by NYEIS. The Department is in the process of phasing out this legacy software application and fully implementing NYEIS in all municipalities. Historically, the Department has supplied municipalities with a distributed software application and database built in DOS-based Foxpro, to capture eligibility and service information that could be used by municipalities to bill third party insurance and claim to the State for the municipal share. There is limited editing in KIDS. Municipalities manually review claims for children in the legacy system to ensure claims are paid appropriately. There is also no linkage to determine Medicaid eligibility. All municipalities, with the exception of New York City, use the billing and claiming components of KIDS for claims in KIDS. New York City uses a contractor for its provider payment and claiming to 3<sup>rd</sup> party insurance. In addition, the following municipalities use fiscal agents or additional software to manage some of their claiming procedures, but use KIDS for claims processing: Albany, Dutchess, Erie, Genesee, Jefferson, Monroe, Nassau, Niagara, Onondaga, Orleans, Schenectady, Suffolk, Sullivan, Wayne and Westchester.

The KIDS application was developed by the Department and is written in the FoxPro v2.5 for DOS programming language and distributed to the counties in the file, KIDS6.EXE. Users are not required to purchase FoxPro as the distributed software is a "run-time" version that can run along without additional software. KIDS performs the following functions:

- Case Management
  - Maintains files containing demographic, birth/pregnancy history, primary health care, Medicaid and program information on individual children registered in the Early Intervention System.
  - Maintains a file of family information on families involved with these children.
  - Provides county-level program staff, including service coordinators, with a means of recording and tracking key "events." (Evaluations, development of an Individualized Family Service Plan (IFSP), delivery of services).
  - Maintains a file of providers involved with these children and families.
- Billing
  - Maintains a file of third party insurance companies.
  - Provides a billing system to enter and track billing for the EI Program to insurance companies and Medicaid. Medicaid status and insurance status are determined at enrollment and maintained in case management. KIDS uses defined business rules plus the information in the Service Authorization to determine eligibility for payment.
    - Provider billing
      - Provider bills can be accepted manually or electronically from the provider or fiscal agent.

- Manually – County enters the data on the provider's bill into KIDS.
      - Electronically – KIDS can read in the bill data from a file formatted to KIDS specifications.
    - Provider payment is done by municipalities (manually, fiscal agent contractor or usage of software packages).
  - Insurance billing
    - Insurance claims can be submitted manually or processed electronically by a third party vendor or fiscal agent.
      - Manually – KIDS generates a CMS-1500 paper bill.
      - Electronically – KIDS prepares an extract containing the billing information which can be submitted to a contracted vendor or fiscal agent for processing.
    - Insurance claims can be reconciled manually or processed electronically by a 3<sup>rd</sup> party vendor or fiscal agent.
      - Manually – the county enters paper remittance information into KIDS.
      - Electronically – KIDS can process a remittance file formatted to KIDS specifications.
  - Medicaid billing
    - Medicaid claims are processed electronically.
      - KIDS generates HIPAA 837 Institutional file and can read/translate the HIPAA response files (997 and 277).
    - Medicaid claims can be reconciled manually or processed electronically in KIDS.
      - Manually – The county inputs the data from Medicaid's paper remittance into KIDS
      - Electronically – KIDS can read and process a HIPAA 835 Remittance file.
  - State Reimbursement
    - State vouchering is done electronically. KIDS produces a claim file which is sent to the Department for processing. The Department processes these claims and adjustments in the Early Intervention Fiscal System (EIFS) for reimbursement. EIFS returns a reconciliation file which is sent to the municipality and loaded into KIDS.
- Administration
  - Provides customized reports to track case status.
  - Provides a "tickler" system to assist in timely scheduling of events.
  - Provides capacity to create and produce mail merge letters and mailing labels.

Data are collected locally using KIDS and submitted to the Department five times per year. The Department maintains and regularly updates its state-level database on the EIP, using data submitted by municipalities. This state-level database is used by the Department for program management purposes and to comply with federal and State reporting requirements.

The Department is in the process of phasing out KIDS and fully implementing NYEIS. As of December 2012, all municipalities have implemented NYEIS. For the majority of municipalities, because of the cost and technical difficulty of converting legacy data, only newly referred children are entered into NYEIS. NYC funded a project to support all KIDS legacy data conversion into NYEIS, which has eliminated NYC's need to use KIDS as a legacy data system for the majority of their children. Approximately 50% percent of the children participating in EIP are from NYC. All other counties do not have the resources to support legacy data conversion and will rely on the legacy system (KIDS) until children age out of the EIP which may not take place until those legacy children are over three years of age and all claiming activities for those children are completed.

## **Attachment B**

### **Graphic Model of SFA Operations**

This attachment is available at [www.health.ny.gov/funding/](http://www.health.ny.gov/funding/) in a .PDF File on the RFP Index Page.

**Attachment C**  
**Service Level Agreements**

**STATE FISCAL AGENT AVAILABILITY SCHEDULE**

<b>Requirement Category</b>	<b>Description</b>	<b>Specifications</b>	<b>Maximum Penalty</b>
Production Environment Hours of System Availability	The hours that the production environment needs to be operational and available. This SLA also applies to the failover and disaster recovery environments when they are used for production.	<p>Access Hours:</p> <p>24 hours/day, 7 days a week, except for scheduled maintenance during specified time periods agreed upon by the Department.</p> <p>System availability requirement is one-hundred percent (100%).</p> <p>Department and EI SFA users must be notified of scheduled downtime as soon as possible, but no later than 24 hours in advance.</p>	<p>\$100 for each unplanned disruption in production environment.</p> <p>\$100 for each failure to notify the Department or users of scheduled downtime in a timely manner.</p>

<b>PROCESSING PERFORMANCE</b>			
<b>Requirement Category</b>	<b>Description</b>	<b>Specifications</b>	<b>Maximum Penalty</b>
Electronic Log Files		<p>The contractor must maintain the necessary data in appropriate log files to measure its performance against the SLAs defined in this RFP.</p> <p>If the Department notifies the contractor that damages will be assessed because of non-conformance with an SLA and the log files are not maintained or are damaged in such a way that the contractor cannot substantiate its performance against an SLA, it will be construed that the contractor did not meet the SLA in question.</p>	The penalty for the appropriate SLA(s) will be assessed.
Electronic Claims Adjudication		Adjudicate a minimum of ninety eight percent (98%) of all claims within one (1) business day of receipt. Time during which claims are under review by the Department will not count toward the adjudication standard. The Department will not unduly delay its review of claims.	\$.25/claim for each claim that was not adjudicated within one (1) business day of receipt.
Electronic Claims Adjudication		Reprocess erroneously denied claims within three (3) business days of discovery of erroneous denial.	\$.35/claim for each claim for each occurrence processed incorrectly.
Claims Payment		Perform provider payment cycles on the schedules included in the RFP.	1% of total amount of paid claims in payment cycle.
Non-Electronic Claims Adjudication		Claims adjudication is posted within seven (7) calendar days of receipt by the contractor.	\$.75/claim for each claim that was not processed within the seven (7) calendar days.
Inbound Files		Process inbound files within two business days of receipt of the file.	\$100 per file per day.
Early Intervention Rate Files		Reference data to price claims must be current and processed as of the effective date specified by the Department.	Amount of any overpayment or underpayment for claims processed using out-dated files plus one percent (1%).
All Other Outbound Files		Send outbound files within two business days of processing.	\$100 per file
Notification of Errors With Inbound and Outbound Files Reconciliation		Support and monitor the processing of transaction files and notify the Department of all transactions that have not been processed successfully. This notification must take place no later than one (1) business day of transaction processing date.	\$500 for each occurrence of failure to notify the Department in a timely manner.

<b>BATCH TRANSACTION PROCESSING PERFORMANCE</b>			
<b>Requirement Category</b>	<b>Description</b>	<b>Specifications</b>	<b>Maximum Penalty</b>
Batch Transactions Acknowledgement		Acknowledge the receipt of batch transaction files to the originator for all batches received on any given calendar day. Acknowledgement must be within two (2) business days.	\$100 per file not responded to within the appropriate time.
Batch Transactions Response		Acknowledge the receipt of batch transaction files to the originator for all batches received on any given calendar day. Acknowledgement must be within one (1) business day.	\$100 per file not responded to within the appropriate time.
Eligibility Transactions		Eligibility requests must be processed within one (1) business day.	\$10 per eligibility file not processed within the appropriate time.
All real-time transactions including but not limited to Web Portal based applications and other real-time connections		Response time for users accessing the SFA via real time transactions must not be greater than ten (10) seconds.  The contractor must meet this SLA for each day during both peak and non-peak hours. The SLA is measured daily and reported monthly.	\$50 per hour or any portion thereof that response time does not meet the times designated.

<b>OPERATIONAL REPORTING</b>			
<b>Requirement Category</b>	<b>Description</b>	<b>Specifications</b>	<b>Maximum Penalty</b>
1099 Reporting		Produce and mail to providers 1099 earnings reports in accordance with Federal and State regulations.	\$16,000 if 1099's are not accurate or produced and distributed on time.
1099 Reporting		Produce and transmit electronically original and corrected 1099 files for the IRS and NYS Department of Tax and Finance in accordance with Federal and State regulations	\$16,000 plus any penalties imposed on the Department by the IRS if 1099 files are not accurate or produced and distributed on time.
Required Reports	Minimum required reports which must be available to users, including Department staff, providers, municipalities and third party payors as described in Section C.12 of the RFP.	Produce, maintain and provide easy-to-use Web-based library of canned reports for viewing, printing and download as Word and PDF documents on-line, ad-hoc reporting capability to include export of data in comma-separated values (CSV) file format.	\$100 per report that is not accurate or produced and available to users in accordance with a schedule agreed upon by the Department and the contractor.

<b>CUSTOMER SERVICE CENTER</b>			
<b>Requirement Category</b>	<b>Description</b>	<b>Specifications</b>	<b>Maximum Penalty</b>
Hours of Call Center Availability	The hours the Call Center needs to be operational and available	Access Hours: 7 AM – 7 PM, Monday - Friday	\$100 per hour or any portion thereof that the call center is not available.
Call Center Responsiveness	<p><b><u>Average Speed to Answer:</u></b> This SLA measures the average speed in which agents answer calls. An answer is defined as an agent speaking to a caller.</p> <p><b><u>Hold Time:</u></b> This SLA measures the total amount of time a customer spends on hold.</p>	<p><b><u>Average Speed to Answer:</u></b> Calls must be answered within four (4) rings or fifteen (15) seconds. If an automatic voice response system is used as an initial response to inquiries, an option must exist that allows the caller to speak directly with an operator. Total hold time for an operator shall be equal to no more than two (2) minutes for ninety-eight percent (98%) of the calls that are put on hold for the daily peak and non-peak times.</p> <p><b><u>Hold Time:</u></b> At least ninety-eight percent (98%) of the callers that are placed on hold for the daily average at peak time and non-peak time cannot remain on hold for more than thirty (30) seconds. This SLA will be measured daily but reported out monthly.</p>	<p>\$100 per hour or any portion thereof that the calls are not serviced as per the specifications.</p> <p>\$100 per hour or any portion thereof that the calls are not serviced as per the specifications.</p>
Call Center Responsiveness		Maintain a sufficient number of toll free telephone lines and personnel to staff the lines so that no more than two percent (2%) of incoming calls for the daily average at peak time and non-peak time ring busy.	\$100 per hour or any portion thereof that the calls are not serviced as per the specifications.
Call Center Responsiveness		Resolve all information requests or questions via telephone within five (5) business days. Requests of an unusual nature requiring significant research must be answered as expeditiously as possible. The contractor must notify the Department within two (2) business days of any delayed requests including the estimated response date. For delayed requests, the contractor must send the requesting party, within two (2) business days of receipt of the request, and acknowledgement, including an estimate of how long it will take to answer the question or to provide the request information.	\$100 dollars per occurrence, up to \$300 per delay.

STAFFING			
Requirement Category	Description	Specifications	Maximum Penalty
Staffing Levels	Staffing levels are defined in the Staffing and Organization Plan and depict staffing per calendar month.	<p>The contractor must meet the minimum staffing levels as stated in the Staffing and Organization Plan for each calendar month.</p> <p>The contractor must fill a vacant key position with qualified staff within thirty (30) calendar days.</p>	<p>One-tenth of one percent (0.1%) of the fixed monthly administrative fee for each month minimum staffing levels are not met.</p> <p>One-tenth of one percent (0.1%) of the fixed monthly administrative fee for each additional day beyond the initial thirty (30) calendar days the key position remains vacant.</p>

QUALITY			
Requirement Category	Description	Specifications	Maximum Penalty
Data Quality Management	The contractor must notify appropriate Department staff when a data quality issue has been discovered or the contractor is notified of a data issues by the Department or another third party, describing the nature of the defect and the columns, tables and data elements impacted and the extend of the errors. At the direction of the Department, the contractor must notify affected users in accordance with procedures outlined in the Communication Plan.	The contractor must notify appropriate Department staff via the Department's formal notification process for each occurrence of a data quality defect within twenty-four (24) hours of discovery of occurrence or within twenty-four (24) hours of notification to the contractor of the occurrence. The contractor must notify affected users within twenty-four (24) hours.	<p>\$1,000 for each data defect identified.</p> <p>\$100 per each failure to provide notification of a data quality defect as defined in the Data Quality Audit SLA.</p>
Data Quality Audit	No less frequently than on a quarterly basis, and upon Department request, the SFA tables and files will be assessed by an automated process to identify any existing data quality issues to determine what percentage of data elements are defect-free.	<p><b>First two years of operation:</b> Requirement, ninety-eight percent (98%) defect-free per quarter.</p> <p><b>Each successive year of operations:</b> Requirement, ninety-nine percent (99%) defect-free per quarter.</p>	\$1,000 per each occurrence for each quarter that the SFA fails to meet the data defect percentage quality audit requirement for the operations year as defined.

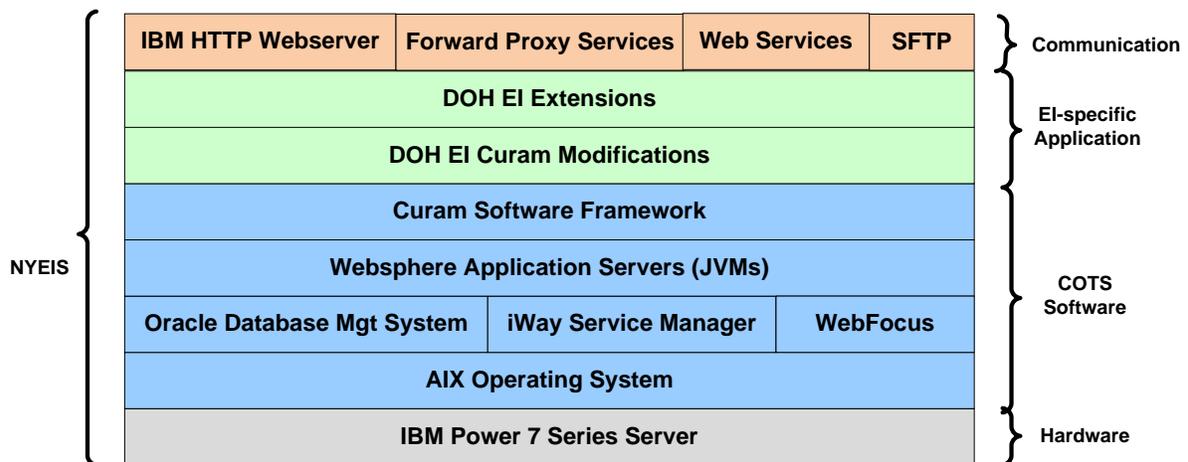
<b>BUSINESS CONTINUITY</b>			
<b>Requirement Category</b>	<b>Description</b>	<b>Specifications</b>	<b>Maximum Penalty</b>
Backup and Recovery	Backups and recoveries must be executed in accordance with the required/approved business plan identified in Section C.21 of the RFP.	Daily and weekly backups must be executed and backups must be stored off site (see Section C.21 of the RFP)	If backup/recovery strategy is not executed as defined, the Department may assess a penalty of \$1,000 per occurrence.
Failover and Fallback	Failover and fallback is the capability to immediately switch operations from the production environment to the failover environment in the event technical problems incapacitate the production environment.	Failover and fallback processes must be executed in accordance with the required/approved business plan per Section C.21 of the RFP.	\$1,000 for each failure of failover and fallback processes.
Disaster Recovery	Disaster recovery refers to major disruptions to the production environment. Plans, procedures and infrastructure need to be established to recover from a major disaster and resume daily operations with minimal downtime.	Disaster recovery processes and tests must be executed in accordance with the required/approved business plan per Section C.21 of the RFP.	\$1,000 per occurrence, if the disaster recovery test is not executed as defined.

# Attachment D

## List of NYEIS Edits

### NYEIS Component Architecture

The NYEIS application is based on a service-oriented architecture (SOA). The component architecture includes Cúram Software and iWay Service Manager and WebFocus from Information Builders.



### Core Functionality

Cúram provides flexible processes that cover the core business areas for human services. These processes address participant management (customer and provider), case management, financial management, and contribution management. In addition, Cúram provides a comprehensive Administration application, allowing administrators to create and maintain the operational environment. This framework is customized to meet specific NYSDOH Early Intervention needs.

### *Referral and Intake*

- NYEIS has referral capturing functionality to obtain the referral source, referral type, reason for referral, and referral date. Curam business rules are customized to address additional referral requirements, including implementing a 45-day countdown period between the date of referral and the date the initial Individualized Family Service Plan (IFSP) meeting is convened.

- Each child in the referral and intake process is assigned a unique statewide identifier. The system automatically assigns an initial service coordinator, with the capability for an authorized user to assign a different service coordinator.
- The Cúram Integrated Case Module to capture and track “at-risk” children, including children referred from the newborn hearing screening program, using a Department definable set of risk conditions. The data in the Integrated Case is used as information for the case assessment. The NYEIS system uses the demographic and other case related details that are common for sibling’s referral and intake process.
- NYEIS provides a service supplier search capability.
- An interface was created for electronically retrieving the Client Identification Number (CIN) for the child if the child has been enrolled in Medicaid.

### ***Child and Family***

- NYEIS uses Cúram’s Person Registration process to capture demographic and personal details about children and their families. The relationship details and other information related details such as family’s financial information, insurance coverage information, and Medicaid coverage information is also captured as a part of information gathering process. The names and roles of the case participants will be displayed on the case management screen.
- Cúram includes functionality to link the child to family records that already exist in the system. For instance, if another child in the family is also enrolled in the program, some or all of the family data involved with the new child exist in the system.
- A history of name changes is maintained for each such occurrence and the records for the same will be maintained for Medicaid to match for billing past services.
- NYEIS captures the name of the service coordinator currently assigned to a child, with a link to the agency if the coordinator is a contractor, the service coordinator type (initial or ongoing), and the child’s primary care provider.
- NYEIS uses Cúram’s Correspondence Manager for notifying the associated providers when the address of a child or family changes. In addition, the system will enable providers to submit/request changes to specified child and family data to update information or correct errors. All changes are submitted to the EIO/D for acceptance. The change of child and family demographics is automatically be recognized by other functions within Cúram.

### ***Evaluation***

- NYEIS uses Cúram’s case evidence capturing process to capture the information necessary for evaluation of an Early Intervention case. Cúram is configured to provide the ability to send an electronic notification authorizing the evaluator to perform the evaluation.
- Cúram supports several Work Allocation capabilities, which are configurable at runtime. One of these is the use of self-subscription queues. The administrators create queues for each category they want to support, e.g., registration, evaluation, decisions, etc. Users then subscribe to appropriate queues, and the user’s Inbox displays tasks from these queues. It is a flexible model that supports multiple, complex business needs for allocation. With the

dynamic rules features, NYEIS has the capability to support dynamic changes to work allocations in real-time.

- The NYEIS has the ability to capture and maintain a child's entire evaluation history. Cúram's rules engine determines eligibility for an assessment, which creates a decision with the date when eligibility was checked and includes the reason for the decision as determined by the rules used in the assessment. A history is maintained over time each time a decision is reached. The rules in the rules engine are executed when re-determining eligibility for a program/service.
- NYEIS provides the ability for providers to enter evaluation reports online via the interfaces created for external access.

### ***Eligibility***

- Cúram's rules are configured to provide the ability to record whether the child's eligibility is based on developmental delay, a diagnosed condition, or both, but only after the end-date for the full multidisciplinary evaluation is entered.
- Subsequent to an evaluation and using rules developed within Cúram, NYEIS checks for a child's eligibility against the New York State Early Intervention eligibility criteria. If ineligible, the system provides the user with a message stating the reason for ineligibility and prohibits authorization of EI services.
- NYEIS provides the ability to send notification of a child's eligibility to all associated referral sources using Cúram's capability to create and maintain both pro forma correspondence (such as pre-formatted, template-based letters) and free-form correspondence. Form templates are designed to automatically populate the relevant placeholders within the letter with the appropriate case and claimant data taken from the database.
- Correspondence is created in XML, allowing communications in any XML-compliant format, including MS-Word documents, faxes, PDF files, and e-mail.
- Parental consent tracking is included and entered into the system prior to an EI Case Assessment Eligibility Notification being sent.
- Cúram's correspondence capabilities is customized for NYEIS to provide the ability to notify the child's primary care provider of eligibility or risk status if the provider is known and the parent consents.

### ***Service Plan and Service Authorizations***

- NYEIS provides the ability to enter an Individualized Family Service Plan (IFSP) for each child.
- The information about the IFSP, including the child's functioning level, outcomes, criteria to measure progress, frequency of service delivery, name of ongoing service coordinator, dates for the six-month reviews, etc., is captured using customized screens.
- NYEIS has ability to identify qualified personnel in the agency who will provide service to the child and will extract this information from the updated information in the list of service providers.

- Cúram was customized to allow service coordinators to request amendments to the IFSP and service authorizations for a child, and for the EIO/D to accept or reject those changes.
- When service information is entered into NYEIS, the system performs billing-rules validation.
- NYEIS will capture the services, dates of service, and provider ID to maintain a history of the services that were authorized for a child.
- Within the Service Plan and Service Authorizations module NYEIS has provisions to allow global changes, including change of name, closing of an agency site, etc. to multiple service authorizations for different children with respect to provider, child, family and billing information, IFSP, and service authorization.
- The Service Plan and Service Authorizations module has the capability to specify Assistive Technology Devices that correspond to the Medicaid Durable Medical Equipment list. The cost for this equipment and the customization of this equipment follow the Medicaid rules.

### ***Billing and Claiming***

NYEIS currently supports both manual data entry and electronic file (HIPAA 5010 formatted 837) claim submission for review and payment by the municipality where the child resides. In turn, data from approved and paid provider submissions are used to create 835 remittances for providers and for municipality payment recovery. Electronic municipality claims are submitted to Medicaid and pre-populated CMS1500 paper claims are made available for printing and submission to commercial insurance companies, and state vouchers are created for NYSDOH reimbursement. NYEIS is also capable of receiving and reconciling electronic remittances and electronic response file and supports manual data entry of payment information and manual reconciliation of commercial insurance paper remittances for municipalities.

- If a service is authorized that violates a billing rule, the service coordinator can provide an explanation. NYEIS provides the ability to enter a violation explanation from a predefined list of values. The list is available to the EIO/D to allow him/her to issue the required waiver.
- NYEIS uses the alerts functionality in Cúram to notify the user when an authorization results in a state billing rule violation. However, if the user overrides this alert, the NYEIS automatically indicates the need for a waiver by the EIO/D.
- To extract and capture the cost of Assistive Technology Devices, a built-in rate table is used to provide and store the data. Rate tables can be maintained independent of rules or code. Rate tables in Cúram are based on effective dates. As rates are raised and lowered over time, each set of rates is effective until changed and a set of modified effective dated rates is entered.
- NYEIS provides the ability to submit claims in real time or in batch mode using Cúram batch processing. The functionality accommodates a provider that has an application from which the billing information can be extracted and uploaded to NYEIS via an application interface.
- By modifying Service Supplier details within Cúram, NYEIS provide the ability for correcting errors before the bill has moved to the next stage of processing.
- NYEIS indicates which provider bills are being paid and capture the check number, date, and amount of the check using Cúram's Payment Details (issued and received).

- For billing errors NYEIS uses Cúram's adjustment instruction. This provided the ability to approve and restrict payments on any claims will form part of the Case Approval and Case Payment Approval process.
- NYEIS provides a Department-defined list of service types (e.g., physical therapy, occupational therapy, speech therapy, etc.) with mapping to corresponding billing categories and rates. State rates are used to generate payments to providers.
- Using Cúram's correspondence template, NYEIS will provide the ability to generate electronic vouchers for the Fiscal Management Group for submission to the Office of the State Comptroller.

### ***Provider Information***

- NYEIS captures and maintains Provider information. The Cúram framework was extended to support additional required functionality.
- NYEIS is configured so that State and Local Early Intervention staff members can only see the list of State-approved providers. By using appropriate security profiles and sensitivity levels it is possible to define the list such that it is only accessible by authorized users. It is also configured so providers can view and submit amendments for their own record.
- NYEIS helps to ensure that the subset of providers under contract is the list used by the jurisdictions for their data processing and reporting needs.
- The search functionality in Cúram is be used to provide a consistent user interface for searching the provider database from various points in the application.

### ***Transfers, Transition, and Closure***

- NYEIS provides the ability for a jurisdiction to electronically notify another jurisdiction of an outgoing transfer, thereby permitting the new jurisdiction to view the current IFSP of the child in the form of a link to the child's case in the correspondence.
- NYEIS has the ability for the new jurisdiction to modify the child records from the date the child changes residency to the new jurisdiction and to maintain the transfer history.
- Effective on the day of transfer, NYEIS creates a new referral with the referral source as the transferring jurisdiction, and identifies the case of that child as a 'transfer case'.
- Upon transfer of a child to another jurisdiction within New York State (with parental consent), NYEIS permits the receiving jurisdiction access to records entered by the transferring jurisdiction.
- When a child is transferred, NYEIS provides the ability for the receiving jurisdiction to view historical records.
- When a child transfers in from another state, NYEIS indicates on the child's record that an out-of-state transfer has occurred and treats the transfer as a new referral (states have differing eligibility requirements). In this case, the 45-day timeline from date of referral to date of IFSP meeting is tracked.

- NYEIS provides the ability to capture dates and reasons for closure and maintain a closure history, with the ability to add comments for a case closure. The date for case closure is automatically captured and a closure history is maintained.
- NYEIS provides the ability to close a child's record as of a future effective date and the ability to reopen a child's case for changes to the child's records if requested by the EIO/D and authorized by the Department.

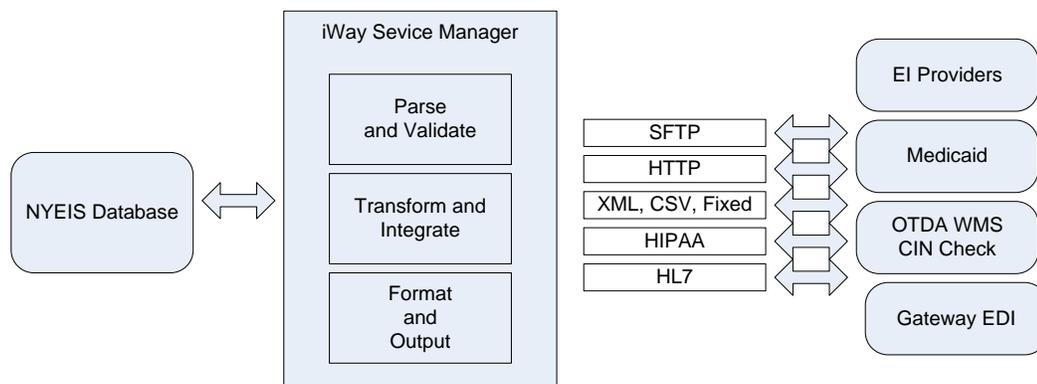
## **Reports**

Information Builders' WebFOCUS is a business intelligence solution that runs on all

enterprise platforms, including Windows, UNIX, Linux, and IBM I (System i, AS/400) and System z (mainframes) and can be leveraged within a service-oriented architecture (SOA). Using WebFOCUS, NYEIS has a reporting datamart that offers users over 100 case management and fiscal reports based on existing KIDS reports. The automated extract, transform, and load (ETL) feature is used to maintain existing reports and create new ad hoc reporting for NYEIS business areas.

## **System Interfaces and Data Transformations**

The NYEIS infrastructure supports both batch and real-time system interfaces and the creation of data extracts. The iWay Service Manager is used to provide an Enterprise Service Bus (ESB) through which all system interfaces are processed. It performs a multi-step process on system interface transactions: 1) parse and validate data, 2) transform and integrate the data, 3) format and output the data. Current adapters include: FTP, HTTP, XML, CSV, Fixed Format, HIPAA, and HL7. This allows NYEIS to process data coming in utilizing any of the above transmission protocols and file formats without custom coding.



## Attachment E

### Staffing and Organization Plan

#### Attachment E- Staffing and Organization Plan

This Attachment defines the key staff, core staff and supplemental titles as described in Section C.4., and D.2.

Note: An organization chart (or multiple charts), of the bidder's design, must be provided as a separate document from this Staffing and Organization Plan document.

*Additional lines and pages should be added to this template to accommodate bidder needs.*

**Key staff:** The contractor must name individuals and provide resumes in its proposal that will fill the staff positions. The contractor may also supply any other supporting documentation it feels necessary to show that key staffs possess the demonstrated knowledge, skills and abilities detailed, below. Key staff must be available at the contract start date.

The Department must approve all key staff positions in advance. Should any turnover among key staff take place during the life of this contract, all replacement staff must meet the requirements of this RFP and be approved by the Department.

Key Staff (Name & Title)	General Responsibilities	Qualifications/Experience

**Core staff:** Core staff are key staff that do not need to be named in the contractor’s proposal. The quantity of each title and their organizational placement will be left up to the contractor based upon its experience and expertise. These staff must be shown in the Staffing and Organization Plan submitted with the proposal. This will assist the Department in ensuring that the contractor has a comprehensive understanding of the scope of this RFP.

Upon receiving a transmittal from the Department requesting certain titles and quantities the contractor must provide resumes within 30 calendar days that at a minimum meet the qualifications for the title. Core staff will be hired for the duration of the project and once assigned to the project will be governed by the requirements defined in this RFP relating to key staff.

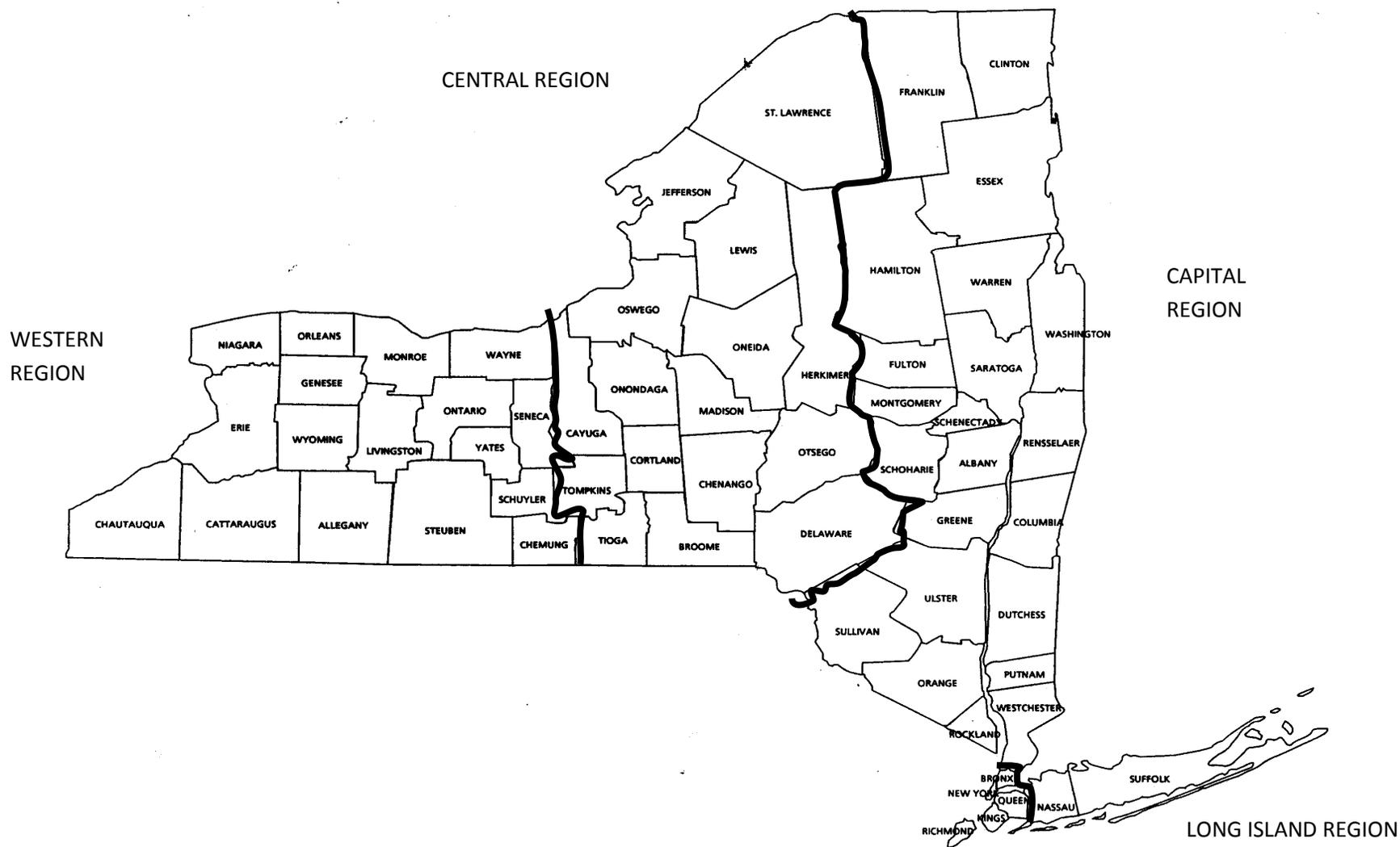
Core Staff Title (Required) Name (Optional)	General Responsibility	Qualifications/Experience

## **Attachment F**

### **DOH Project Management Office Field Guide for Contractors**

This attachment is available at [www.health.ny.gov/funding/](http://www.health.ny.gov/funding/) in a .PDF File on the RFP Index Page.

# Attachment G On-Site Regional Training



**ATTACHMENT H**

**NEW YORK STATE  
DEPARTMENT OF HEALTH**

**NO-BID FORM**

PROCUREMENT TITLE: \_\_\_\_\_ FAU # \_\_\_\_\_

Bidders choosing not to bid are requested to complete the portion of the form below:

- We do not provide the requested services. Please remove our firm from your mailing list
- We are unable to bid at this time because:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Please retain our firm on your mailing list.

\_\_\_\_\_ (Firm Name)

\_\_\_\_\_ (Officer Signature)      \_\_\_\_\_ (Date)

\_\_\_\_\_ (Officer Title)      \_\_\_\_\_ (Telephone)

\_\_\_\_\_ (e-mail Address)

**FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST FOR THIS SERVICE.**

## Attachment I

### NYS Early Intervention Family Initiatives Coordination Services Project Transmittal Form

Enclose this form in the Technical Proposal

Name and Address of Bidder ( <i>Legal name as it would appear on a contract</i> )	
NYS Vendor ID:	
DUNS Number:	
<b>Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:</b>	
Printed Name ( <i>First, Last</i> ):	Title:
Telephone number:	Fax number:
E-mail:	
<b>(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board:</b>	
Printed Name ( <i>First, Last</i> ):	Title:

#### **Conflict of Interest Disclosure:**

The bidding entity or its proposed subcontractors, consultants and volunteers have a business relationship(s) and/or ownership interest that may represent a potential conflict of interest for the bidder, as defined in Section D "Conflict of Interest Disclosure" of the RFP.

**Circle one:    Yes    No**

If yes, a description of all such relationships with a description of a firewall that will avoid the conflict of interest should be included as an attachment to this Transmittal Form. The description must include procedures that your organization would implement and follow to prevent conflicts of interest and assure against influence in regard to payment or denial of EI claims.

*\*Answering yes to the question #3 will not automatically disqualify the bidder. Each business relationship detailed will be reviewed to determine if a conflict of interest exists that would prohibit the Department from awarding the contract to the bidder.*

**I attest to the following bid requirements:**

1. By the time of contract, this bidding entity will be enrolled as a Service Bureau for the Medicaid Program, in accordance with 18 NYCRR Section 504.9 and have the capacity to bill on behalf of EI providers and receive remittance advices from the Medicaid Program.

**Circle one:    Yes    No**

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2. This bidding entity has a minimum of sixty months of large scale, complex health care claim processing experience with Medicaid and/or health services organizations, including significant experience with claiming commercial experience **and** has been the prime contractor for at least one project that approximates the scope of this project and that includes system design, development, implementation, maintenance and operations and large, complex medical claims processing.

**Circle one:    Yes    No**

---

<b>Signature of Bidder or Authorized Representative:</b>	<b>Date:</b>
--	--------------

**Attachment J**

**Vendor Responsibility Attestation**

To comply with the Vendor Responsibility Requirements outlined in Section E.8. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
  
- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.
  
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTACHMENT K  
Price Proposal Form  
Early Intervention State Fiscal Agent (SFA) Services Project  
RFP# 1212051104**

Bidder Name: \_\_\_\_\_

**Note: The "Pricing Proposal Deliverable Matrix" should be used when calculating yearly costs for the four main deliverables categories below**

DELIVERABLES	Maximum Percentage of Total Price* (as per Pricing Deliverables Matrix)	Year 1 Price**
1. Claiming and Adjudication	60%	\$
2. Customer Service and Training	30%	\$
3. Project Planning and Operations Management	40%	\$
4. Data and Reporting	30%	\$
DELIVERABLE	Maximum Percentage of Total Price (as per Pricing Deliverables Matrix)	Year 5 Price
5. Turnover ( <i>Year 5 only</i> )	5%	\$
<b>TOTAL PRICE</b>		\$

\*The Percentage of Total Price per deliverable cannot exceed the amount cited in "Maximum Allowable Percentage" column. **If any deliverable exceeds the maximum allowable percentage as stated, the proposal will be disqualified.**

\*\*Pricing for Deliverables 1-4 for years 2 through 5 will be subject to an annual price increase of the lesser of three percent (3%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington, D.C., 20212 for the twelve (12) month period ending three (3) calendar months prior to the anniversary date for the preceding twelve month period.

**A price MUST be submitted for each pricing deliverable category. Price Proposal Forms that do not include a price for each category will be disqualified.**

Authorized Signatory:

By signing this Price Proposal Form, bidder attests that the prices included above are firm and not revocable for a period of 365 days from the bid opening.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Pricing Proposal Deliverables Matrix

The matrix below should be used when calculating yearly costs for the four main deliverables categories on Page 1 of Attachment J - Price Proposal Form.

A Maximum Percentage of Total Cost has been established for each deliverable category. The maximum percentage limit listed below for each category cannot be exceeded when calculating the cost for each deliverable on the Price Proposal Form.

Deliverables	Includes Following Contract Requirements	Maximum Percentage of Total Price
<b>1. Claiming and Adjudication</b>	All elements under Section D.1.a-c. SFA Operations Requirements <i>Note: All costs related to Technical Infrastructure and Web-based User Interface should also be included in this cost.</i>	60%
<b>2. Customer Service</b>	All elements under Section D.1.d. Customer Service Center	30%
<b>3. Project Planning and Operations Management</b>	All element under Section D.5, D.6., D.11 and D.13. through D.23. D.5. Project Planning D.6. Project Management Plan (PMP) D.11. Communication Management D.13. Issues Management D.14. Risk Management D.15. Quality Improvement D.16. Performance Management D.17. Organization Change Management D.18. Training D.19. Business Continuity and Disaster Recovery/Back up Facility D.20. Security, Privacy and Confidentiality D.22. Perform Accounting Functions D.23 Audit Support	40%
<b>4. Data and Reporting</b>	All elements under Sections D.7. through D.10. D.7. Metadata Management and Delivery D.8 Data Warehouse/Data Management D.9. Data Synchronization/Transfer/Conversion and Integration D.10. Reporting	30%
<b>5. Turnover</b>	D.21. Turnover Phase (Year 5 only)	5%

**ATTACHMENT L**  
**NEW YORK STATE**  
**DEPARTMENT OF HEALTH**  
**LOBBYING FORM**

PROCUREMENT TITLE: Early Intervention State Fiscal Agent (SFA) Services Project  
RFP #1212051104

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder NYS Vendor ID No: \_\_\_\_\_

Affirmations & Disclosures related to State Finance Law §§ 139-j & 139-k:

Offeror/Bidder affirms that it understands and agrees to comply with the procedures of the Department of Health relative to permissible contacts (provided below) as required by State Finance Law §139-j (3) and §139-j (6) (b).

Pursuant to State Finance Law §§ 139-j and 139-k, this Request for Proposals includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offeror/Bidder during the procurement process. An Offeror/Bidder is restricted from making contacts from the earliest notice of intent to solicit *bids/proposals* through final award and approval of the Procurement Contract by the DOH and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). Designated staff, as of the date hereof, is/are identified on the first page of this Request for Proposals. DOH employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offeror/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the Office of General Services Website at: <http://www.ogs.ny.gov/ACPL/>.

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):  
                  No                    Yes

If yes, please answer questions 1.a through 1.c. If no, proceed to question 2.a:

1 a. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):  
                  No                    Yes

1b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No                      Yes

1c. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

2a. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No                      Yes

2b. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add Additional Pages as Necessary)

C. Offeror/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law § 139-k is complete, true and accurate.

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Officer Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(e-mail Address)

**Attachment M**  
**MWBE Procurement Forms**

The following forms are required to maintain maximum participation in M/WBE procurement and contracting:

**Submitted with Bid:**

M/WBE Form#1: Bidder's M/WBE Utilization Plan

M/WBE Form#2: M/WBE Waiver Request, if applicable

M/WBE Form#4: M/WBE Staffing Plan

M/WBE Form#5: Equal Employment Policy Statement - Sample

**Submitted by Successful Bidder Only:**

M/WBE Form#3: QUARTERLY UPDATE - M/WBE CONTRACTOR  
COMPLIANCE & PAYMENT Report

M/WBE Form#6: M/WBE Workforce Employment Utilization Report

- M/WBE Form #1 -  
**New York State Department of Health**

**BIDDER/CONTRACTOR M/WBE UTILIZATION PLAN**

<b>Bidder/Contractor Name:</b>	
<b>Vendor ID:</b>	<b>Telephone No.</b>
<b>RFP/Contract Title: Early Intervention State Fiscal Agent (SFA) Services Project</b>	<b>RFP/Contract No. 1212051104</b>

**Description of Plan to Meet M/WBE Goals**

**PROJECTED M/WBE USAGE**

	<b>%</b>	<b>Amount</b>
<b>1. Total Dollar Value of Proposal Bid</b>	<b>100</b>	<b>\$</b>
<b>2. MBE Goal Applied to the Contract</b>		<b>\$</b>
<b>3. WBE Goal Applied to the Contract</b>		<b>\$</b>
<b>4. M/WBE Combined Totals</b>		<b>\$</b>

**New York State Department of Health  
 BIDDER/CONTRACTOR PROPOSED M/WBE UTILIZATION PLAN  
 MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION**

In order to achieve the MBE Goals, bidder expects to subcontract with New York State certified MINORITY-OWNED entities as follows:

MBE Firm (Exactly as Registered)	Description of Work (Products/Services) [MBE]	Projected MBE Dollar Amount
Name  Address  City, State, ZIP  Employer I.D.  Telephone Number ( ) -		\$ _____
Name  Address  City, State, ZIP  Employer I.D.  Telephone Number ( ) -		\$ _____
Name  Address  City, State, ZIP  Employer I.D.  Telephone Number ( ) -		\$ _____

**New York State Department of Health  
 BIDDER/CONTRACTOR PROPOSED M/WBE UTILIZATION PLAN  
 WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION**

In order to achieve the WBE Goals, bidder expects to subcontract with New York State certified WOMEN-OWNED entities as follows:

<b>WBE Firm (Exactly as Registered)</b>	<b>Description of Work (Products/Services) [WBE]</b>	<b>Projected WBE Dollar Amount</b>
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number ( ) -</b>		\$ _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number ( ) -</b>		\$ _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number ( ) -</b>		\$ _____

**- M/WBE Form #2 -  
New York State Department of Health**

**M/WBE UTILIZATION WAIVER REQUEST**

<b>Bidder/Contractor Name:</b>	
<b>Vendor ID:</b>	<b>Telephone No.</b>
<b>RFP/Contract Title: Early Intervention State Fiscal Agent (SFA) Services Project</b>	<b>RFP/Contract No. 1212051104</b>

**Explanation why Bidder/Contractor is unable to meet M/WBE goals for this project.:**

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**Include attachments below to evidence good faith efforts:**

- Attachment A. List of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- Attachment B. List of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- Attachment D. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- Attachment E. Identify dates of any pre-bid, pre-award or other meetings attended by contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract.
- Attachment F. Other information deemed relevant to the request.

**Section 4: Signature and Contact Information**

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote MWBE participation pursuant to the MWBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Submitted by : \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

- M/WBE Form #3 -  
**New York State Department of Health**  
**QUARTERLY UPDATE**  
**M/WBE CONTRACTOR COMPLIANCE & PAYMENT REPORT**

<b>Contractor Name:</b>	
<b>Contract Title:</b>	<b>Contract No.</b>

**TOTAL PROJECTED M/WBE USAGE (from original M/WBE Utilization Plan)**

	%	Amount
1. Total Dollar Value Contract	100	\$
2. Planned MBE Goal Applied to the Contract		\$
3. Planned WBE Goal Applied to the Contract		\$
4. M/WBE Combined Totals		\$

**ACTUAL M/WBE USAGE\* AS OF \_\_\_\_\_ (insert date)**

	%	Amount
1. Total Dollar Value Completed to date	100	\$
2. MBE Utilization to date		\$
3. WBE Utilization to date		\$
4. M/WBE Combined Utilization to date		\$

\* Report usage from contract start date to quarterly end-date inserted above.

**Explain any deficiencies in attaining M/WBE goals in the space below:**

Submitted by : \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
 Signature

- M/WBE Form #4 -  
**New York State Department of Health**  
**M/WBE STAFFING PLAN**

Check applicable categories:     Project Staff         Consultants  
     Subcontractors

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

<b>STAFF</b>	<b>Total</b>	<b>Male</b>	<b>Female</b>	<b>Black</b>	<b>Hispanic</b>	<b>Asian/ Pacific Islander</b>	<b>Other</b>
<b>Administrators</b>							
<b>Managers/Supervisors</b>							
<b>Professionals</b>							
<b>Technicians</b>							
<b>Clerical</b>							
<b>Craft/Maintenance</b>							
<b>Operatives</b>							
<b>Laborers</b>							
<b>Public Assistance Recipients</b>							
<b>TOTAL</b>							

\_\_\_\_\_  
 (Name and Title)

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

\_\_\_\_\_  
 Date

- M/WBE Form #5 -  
**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

**M/WBE** This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO** (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature & Date

- M/WBE Form #6 -  
 New York State Department of Health  
 WORKFORCE EMPLOYMENT UTILIZATION REPORT

Check applicable categories:     Project Staff         Consultants  
     Subcontractors

Contractor Name \_\_\_\_\_ Contract # \_\_\_\_\_

Staff Used on Contract for the quarter     /     /     to     /     /    

STAFF	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
<b>TOTAL</b>							

Explain variances from original staffing plan submitted in the space below:

\_\_\_\_\_  
 (Name and Title)

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

\_\_\_\_\_  
 Date

## **Attachment N**

### **Sample Standard NYS Contract Language and Appendices**

## MISCELLANEOUS / CONSULTANT SERVICES

STATE AGENCY (Name and Address):  
Department of Health  
Corning Tower  
Albany, NY 12237

NYS COMPTROLLER'S NUMBER:

ORIGINATING AGENCY CODE: 3450000

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM

FROM:

TO:

CONTRACTOR HAS ( ) HAS NOT ( ) TIMELY  
FILED WITH THE ATTORNEY GENERAL'S  
CHARITIES BUREAU ALL REQUIRED  
PERIODIC OR ANNUAL WRITTEN REPORTS

FUNDING AMOUNT FOR CONTRACT  
TERM:

NYS VENDOR ID NUMBER:

MUNICIPALITY NO. (if applicable)

STATUS:

CONTRACTOR IS ( ) IS NOT ( ) A  
SECTARIAN ENTITY

CONTRACTOR IS ( ) IS NOT ( ) A  
NOT-FOR-PROFIT ORGANIZATION

( ) IF MARKED HERE, THIS CONTRACT'S  
RENEWABLE FOR \_\_\_ ADDITIONAL  
ONE-YEAR PERIOD(S) AT THE SOLE  
OPTION OF THE STATE AND SUBJECT  
TO APPROVAL OF THE OFFICE OF THE  
STATE COMPTROLLER.

CONTRACTOR IS ( ) IS NOT ( ) A  
N Y STATE BUSINESS ENTERPRISE

**BID OPENING DATE:**

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

Precedence shall be given to these documents in the order listed below.

- X APPENDIX A Standard Clauses as required by the Attorney General for all State Contracts.
- X APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
- APPENDIX Q Modification of Standard Department of Health Contract Language
- X STATE OF NEW YORK AGREEMENT
- X APPENDIX D General Specifications
- X APPENDIX B Request For Proposal (RFP)
- X APPENDIX C Proposal
- X APPENDIX E-1 Proof of Workers' Compensation Coverage
- X APPENDIX E-2 Proof of Disability Insurance Coverage
- X APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement
- X APPENDIX G Notices
- X APPENDIX M Participation by Minority Group Members and Women with respect to State Contracts: Requirements and Procedures

Contract No.:

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
STATE AGENCY

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State Agency Certification:  
"In addition to the acceptance of this contract,  
I also certify that original copies of this  
signature page will be attached to all other  
exact copies of this contract."

\_\_\_\_\_  
STATE OF NEW YORK     )  
  )SS.:  
County of \_\_\_\_\_)

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issues under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and

copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition,

replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the

Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the

responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any

such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

GLBU: DOH01

APPENDIX X

<b>Contract Number:</b>	<b>Contractor:</b>
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<b>Amendment Number X -</b>	<b>Department ID:</b>
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This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the workplan or deliverables
- Replaces appendix(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_
- Adds the attached appendix(es) \_\_\_\_\_
- Other (describe) \_\_\_\_\_

This amendment *is* \_\_\_ *is not* \_\_\_ a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 (Value before amendment)

This amendment provides the following modification (complete only items being modified):

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ / \_\_\_\_

This will result in new contract terms of:

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 (All years thus far combined) (Initial start date) (Amendment end date)

**Signature Page for:**

<b>Contract Number:</b>	<b>Contractor:</b>
<b>Amendment Number X -</b>	<b>Department ID:</b>

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

-----  
**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF NEW YORK** )  
 ) **SS:**  
**County of** \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

\_\_\_\_\_  
(Notary)

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**STATE AGENCY SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
Printed Name

**Title:** \_\_\_\_\_

**STATE AGENCY CLARIFICATION:**

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

**ATTORNEY GENERAL’S SIGNATURE**

**STATE COMPTROLLER’S SIGNATURE**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

STATE OF NEW YORK  
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York Department of Health (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has formally requested contractors to submit bid proposals for the project described in Appendix B for which bids were opened on the date noted on the face pages of this AGREEMENT; and

WHEREAS, the STATE has determined that the CONTRACTOR is the successful bidder, and the CONTRACTOR covenants that it is willing and able to undertake the services and provide the necessary materials, labor and equipment in connection therewith;

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the covenants and obligations moving to each party hereto from the other, the parties hereto do hereby agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- B. The maximum compensation for the contract term of this AGREEMENT shall not exceed the amount specified on the face page hereof.
- C. This AGREEMENT may be renewed for additional periods (PERIOD), as specified on the face page hereof.
- D. To exercise any renewal option of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT. The modification agreement is subject to the approval of the Office of the State Comptroller.
- E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
- F. For the purposes of this AGREEMENT, the terms "Request For Proposal" and "RFP" include all Appendix B documents as marked on the face page hereof.
- G. For the purposes of this AGREEMENT, the term "Proposal" includes all Appendix C documents as marked on the face page hereof.

II. Payment and Reporting

- A. The CONTRACTOR shall submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the contract, the State Agency and the State Comptroller, to the STATE's designated payment office in order to receive payment:
- B. Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law and Section E.6. of the Request for Proposals as included in Contract Appendix B).

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-486-1255. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

### III. Term of Contract

- A. Upon approval of the Office of the State Comptroller, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.
- D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.
- E. This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

### IV. Proof of Coverage

Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

- A. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:

1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
  2. C-105.2 – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
  3. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.
- B. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
  2. DB-120.1 – Certificate of Disability Benefits Insurance OR
  3. DB-155 – Certificate of Disability Benefits Self-Insurance

V. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

**APPENDIX D**  
**GENERAL SPECIFICATIONS**

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that all specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specifications, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, e-mail, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department, and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable, and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.
- H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
- I. Non-Collusive Bidding By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - a. The prices of this bid 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 bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed for use in the application software provided to the Department as a part of this contract.
- M. Technology Purchases Notification --The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
  - 1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.
  - 2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
  - 3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
- N. Date/Time Warranty
  - 1. Definitions: For the purposes of this warranty, the following definitions apply:

"Product" shall include, without limitation: when solicited from a vendor in a State government entity's contracts, RFPs, IFBs, or mini-bids, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g., consulting, systems integration, code or data conversion or data entry, the term "Product" shall include resulting deliverables.

"Third Party Product" shall include product manufactured or developed by a corporate entity independent from the vendor and provided by the vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. "Third Party Product" does not include product where vendor is : (a) a corporate subsidiary or affiliate of the third party manufacturer/developer; and/or (b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

## 2. Date/Time Warranty Statement

Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

- O. No Subcontracting Subcontracting by the contractor shall not be permitted except by prior written approval of the Department of Health. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.
- P. Superintendence by Contractor The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.
- Q. Sufficiency of Personnel and Equipment If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.
- R. Experience Requirements The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.

- S. **Contract Amendments.** This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor
2. If, in the judgment of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and
2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

- V. Conflicts If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
  - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).
  - b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any

time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

- i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
- ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
- iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

X. Certification Regarding Debarment and Suspension Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1. APPENDIX B TO PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
  - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
  - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
  - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Y. Confidentiality Clauses

- 1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
- 2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to

the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

Z. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:
  - a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and
  - b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting -or via fax at (518) 474-8030 or (518) 473-8808; and
  - c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

AA. Provisions Related to New York State Procurement Lobbying Law The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

BB. Provisions Related to New York State Information Security Breach and Notification Act CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

CC. Lead Guidelines All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

December, 2011

## Appendix H

for CONTRACTOR that uses or discloses individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
  - A. “Business Associate” shall mean CONTRACTOR.
  - B. “Covered Program” shall mean the STATE.
  - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
  - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
  - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT.
  - C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
  - D. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
    - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - 3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    - 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

5. Contact procedures for Covered Program to ask questions or learn additional information.
  - E. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Program agrees to the same restrictions and conditions that apply through this AGREEMENT to Business Associate with respect to such information.
  - F. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
  - G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
  - H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
  - I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
  - J. Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
  - K. Business Associate agrees to comply with the security standards for the protection of electronic protected health information in 45 CFR § 164.308, 45 CFR § 164.310, 45 CFR § 164.312 and 45 CFR § 164.316.
- III. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
  - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
  - C. Business Associate may disclose Protected Health Information as Required By Law.
- IV. Term and Termination

- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.
- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.
- C. Effect of Termination.
  - 1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT.

Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

## **Appendix G**

### **NOTICES**

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

#### **State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

#### **[Insert Contractor Name]**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

## APPENDIX M

### **PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

#### **I. General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

#### **II. Contract Goals**

- A. For purposes of this procurement, the New York State Department of Health hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

- B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor’s EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### D. Form #6 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the New York State Department of Health of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic

violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### **IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### **V. Waivers**

- A. For Waiver Requests Contractor should use Form #2 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### **VI. Quarterly MWBE Contractor Compliance Report**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form #3) to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### **VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to

comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.

- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
  
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.