
NEW YORK STATE DEPARTMENT OF HEALTH
Office of Quality and Patient Safety

A Request for Proposal for

**MEDICAID EXTERNAL QUALITY REVIEW, UTILIZATION REVIEW,
QUALITY IMPROVEMENT, AND AIDS INTERVENTION MANAGEMENT
SYSTEM ACTIVITIES IN NEW YORK STATE**

RFP No. 15552

Schedule of Key Events

RFP Release Date April 8, 2014

Written Questions Due April 18, 2014

Response to Written Questions On or about April 30, 2014

Proposal Due Date 4:00 p.m. ET, May 15, 2014

Contract Start Date (Anticipated) September 1, 2014

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

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For further information regarding these statutory provisions, see the Lobbying Statute summary in Section VIII.K Administrative Requirements Lobbying Statute of this solicitation.

List of Acronyms and Abbreviations

Below is a list of acronyms and abbreviations used in this Request for Proposal.

ACA	Affordable Care Act
ACOG	American College of Obstetricians and Gynecologists
ACO	Accountable Care Organization
AER	Adverse Event Report
AIMS	AIDS Intervention Management System
APR-DRG	3M™ All Patient Refined Diagnosis Related Groups
BBA	Balanced Budget Amendment
BHO	Behavioral Health Organization
CAHPS®	Consumer Assessment of Healthcare Providers and Systems
CHIPRA	Children’s Health Insurance Program Reauthorization Act
CHP	Child Health Plus – New York State’s Child Health Insurance Program (S-CHIP)
CMS	Centers for Medicare and Medicaid Services
Contractor	Successful bidder
CRG	Clinical Risk Groups
CDC	Centers for Disease Control
FIDA-IID	Fully Integrated Duals Advantage for Persons with Intellectual and other Developmental Disabilities
Department	New York State Department of Health
DISCO	Developmental Disabilities Individual Services & Supports Coordination Organization
DOCCS	New York State Department of Corrections & Community Supervision
DRG	Diagnosis Related Groups
DTF	New York State Division of Tax and Finance
EQRO	External Quality Review Organization
FFS	Fee for Service
FFP	Federal Financial Participation
FHP	Family Health Plus program
FIDA	Fully Integrated Duals Advantage
HARP	Health and Recovery Plan
HCS	Health Commerce System
HEDIS®	Healthcare Effectiveness Data and Information Set
HIPAA	Health Insurance Portability and Accountability Act
HRI	Health Research Incorporated
MMIS	Medicaid Management Information System
M/WBE	Minority/Women Business Enterprise
MAP	Medicaid Advantage Plus
MCO	Medicaid Managed Care Organization (CMS designation)
MEDS	Medicaid Encounter Data System
MLTC	Managed Long-term Care
MMC	Medicaid Managed Care
MPPC	Maternal-Pediatric Prevention and Care
MRR	Medical Record Review

MRT	Medicaid Redesign Team
NCQA	National Committee of Quality Assurance
NPI	National Provider Identifier
NYC	New York City
NYCDOHMH	New York City Department of Health & Mental Hygiene
NYPORTS	New York Patient Occurrence Reporting Tracking System
NYSDOH	New York State Department of Health
OASAS	New York State Office of Alcoholism and Substance Abuse Services
OBS	Office Based Surgery
OHIP	Office of Health Insurance Programs (NYSDOH)
OPCHSM	Office of Primary Care and Health Systems Management (NYSDOH)
OMB	New York State Office of Management and Budget
OMH	New York State Office of Mental Health
OMIG	New York State Office of the Medicaid Inspector General
OQPS	Office of Quality and Patient Safety (NYSDOH)
OSC	New York State Office of the State Comptroller
OPWDD	New York State Office of Persons with Developmental Disabilities
PACE	Programs of All-Inclusive Care for the Elderly
PCP	Primary Care Physician
PHSP	Prepaid Health Services Plan
PIP	Performance Improvement Project
POA	Present on Admission
POC	Plan of Correction
PPC	Potentially Preventable Complications
PPC®-PCMH™	Physician Practice Connections®-Patient Centered Medical Home™
PSC	Patient Safety Center (NYSDOH)
QARR	Quality Assurance Reporting Requirements
QHP	Qualified Health Plan
QIO	Quality Improvement Organization
QOC	Quality of Care
RFP	Request for Proposal
SCHIP	State Child Health Insurance Program
SNP	Special Needs Plan
SOD	Statement of Deficiency
SPARCS	Statewide Planning and Research Cooperative System
SSI	Supplemental Security Income
State	New York State
TANF	Temporary Aid to Needy Families
UAS	Uniform Assessment System
UR	Utilization Review

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I. INTRODUCTION

This document is a request by the New York State Department of Health's (NYSDOH) Office of Quality and Patient Safety (OQPS); Office of Primary Care and Health Systems Management (OPCHSM); Office of Public Health (OPH); and Office of Health Insurance Programs (OHIP), and by Health Research Inc., (collectively and hereafter referred to as "the Department"), for proposals from qualified external quality and utilization review organizations to conduct quality of care and utilization reviews, program evaluation, and quality improvement projects for health related services provided to individuals enrolled in the New York State (NYS) Medicaid program. The Department is the state Medicaid agency for New York's Medicaid program and is responsible for Medicaid managed care plans (MMC), special needs plans (SNP), managed long term care Plans (MLTC), and Medicaid Fee-for-Service (FFS) recipients. Medicaid populations served include, but are not limited to, children, adults, those in need of long term care, and those living with chronic disease, developmental disabilities, mental illness, substance abuse, and HIV/AIDS.

Funding is available to support Medicaid utilization and quality of care reviews, program evaluation, external quality reviews, and quality improvement work to be performed by the selected bidder (contractor). Health system changes, including introduction of new models of care and ongoing transition from FFS to MMC, necessitate a scope of work that must be able to adapt to changes in the NYS Medicaid program and services.

The specific duties of the contractor selected through this process are described in **Section IV. Project Specifications - Scope of Work**. Details of the proposal requirements, instructions to bidders and criteria to be used in choosing the contractor are outlined in **Section VII. Proposal Requirements** and **Section VIII. Administrative**.

II. BACKGROUND

Medicaid in NYS

Federal law, under Title XIX of the Social Security Act, the Medical Assistance program, requires states to review the appropriateness of care provided to recipients in the Medical Assistance program. NYS law, through Section 2803(c) of the Public Health Law provides authorization for the Commissioner of Health to review the appropriateness and necessity of health care services provided to Medical Assistance recipients as well as the review of payments made to hospitals through the Medicaid program.

Public Health requirement NYCRR 504.3(a) describes the duties of the provider and maintenance of records to receive payment, and the need to provide records and information upon request of the Department. Section 365 of the NYS Social Services Law delineates the "character and adequacy of assistance" regarding "Medical Assistance" and payment of medically necessary care by qualified providers. Federal legislation regarding medical assistance review activities includes the Federal Peer Improvement Act, which requires appropriateness reviews, and the Omnibus Reconciliation Act of 1986, Public Health Law 99-509, Section 9431. The Peer Improvement Act provides states with alternative mechanisms for implementing review activities: contracting with federally designated Quality Improvement Organization (QIO) or QIO-like organizations (subject to 75% federal financial participation), or conducting reviews themselves through a contract with an identified medical review organization (subject to 50% federal financial participation).

New York's Medicaid population is both culturally and clinically diverse, with varied and sometimes complex clinical care needs ranging from preventive care for children and adults, perinatal care, chronic care including HIV/AIDS, behavioral health, and assistance with activities of daily living for the elderly and developmentally disabled. In NYS, since the mid-1990's, Medicaid beneficiaries have been transitioning into managed care plans. Groups that had been exempt from mandatory plan enrollment such as beneficiaries receiving Supplemental Security Income (SSI), homeless persons, the developmentally disabled, the mentally ill, persons living with HIV/AIDS, and others have also transitioned to managed care plans if not otherwise excluded or exempted. Currently, approximately 4 million Medicaid recipients are enrolled in managed care plans. Of the remaining 1.2 million enrollees who are not enrolled in MMC, approximately 750,000 are dually eligible for Medicaid and Medicare, and the remaining are institutionalized or otherwise exempt and excluded from MMC. The number of recipients who are exempt and excluded will continue to decrease over the term of this contract.

The Department's primary goal for the Medicaid program is to improve health care services, population health, and create cost efficiencies consistent with the goals of the Governor's Medicaid Redesign Team (MRT) and the Center for Medicare and Medicaid Services' (CMS) Triple Aim goals. Objectives for the Medicaid managed care program are to improve the quality of care furnished to Title XIX beneficiaries by enhancing their access to primary, preventive, and other medically necessary services.

MMC in NYS is currently organized by three primary plan models: traditional MMC plans, HIV/special needs plans (SNPs), and managed long term care (MLTC) plans. Some of the MMC plans offer long term and/or HIV care within their benefit package. There are currently 16 MMC plans, three HIV-SNPs, and 49 MLTC plans operating in the State and more anticipated.

In 1997 the Department received an 1115 waiver from CMS to implement a statewide mandatory Medicaid managed care program (The Partnership Plan). Currently, all 62 counties in NYS, including the five counties that make up New York City, have implemented mandatory enrollment for some type of Medicaid managed care program. As noted above, as of December, 2013, approximately 4.0 million Medicaid recipients were enrolled in MMC, HIV/SNP, or MLTC managed care plans.

NYS's traditional MMC program includes up to 94% of individuals eligible for full Medicaid benefits, including most eligible adults, children, and pregnant women. Other populations such as those with developmental disabilities and those dually eligible for Medicare and Medicaid, can either voluntarily enroll or are mandatorily enrolled in other types of MMC programs.

Participating health plan organizational models include Health Maintenance Organizations (HMOs) and Prepaid Health Service Plans (PHSPs). MMC benefits are comprehensive, including, but not limited to, the following services: inpatient and outpatient hospital, physician, pharmacy, personal care, vision, home health, adult day health care, rehabilitation, dental, orthodontics, and some behavioral health. Most enrollees are required to have a primary care practitioner (PCP) and to use network providers, with preapproval from plan/PCP for most specialty Services. Some plans also offer disease management services. Eligible enrollees can also receive case management through a Health Home, a care management service model whereby all of an individual's caregivers communicate with one another with the intention that all of a patient's needs are addressed in a comprehensive manner. Please refer to the model contract for a list of covered services in traditional

Medicaid managed care:

http://www.health.ny.gov/health_care/managed_care/docs/medicaid_managed_care_fhp_hiv-snp_model_contract.pdf.

In NYS, Medicaid recipients (and family members) may join an HIV Special Needs Plan (HIV-SNP) or a mainstream Medicaid plan. Members enrolled in an HIV-SNP are eligible for all the same services to which they are entitled under traditional Medicaid, as well as specialized services including care coordination, treatment adherence service, and HIV prevention and risk-reduction education. HIV-SNPs are responsible for coordination of all medical services; services not covered by traditional Medicaid that support wellness (such as psycho-social case management, housing, counseling, peer support, legal assistance, etc.); special programs for treatment of substance abuse, homelessness, and families affected by HIV/AIDS; long-term care and hospice.

NYS's Medicaid managed long-term care (MLTC) program is administered pursuant to Section 4403-f of Article 44 of the Public Health Law. NYS MLTC plans offer health care benefits to help people who are chronically ill or have disabilities and who need health and long-term care services, such as home care or adult day care, to stay in their homes and communities as long as possible. The MLTC plan arranges and pays for a large selection of health and social services, and provides choice and flexibility in obtaining needed services from one organization. There are three basic models of MLTC plans in NYS: Programs of All Inclusive Care for the Elderly (PACE) plans implemented according to federal regulations 42 CFR 460, Medicaid Advantage Plus (MAP) plans, and partial capitation plans. For the most part, MLTC recipients are dually eligible for Medicare and Medicaid; however, enrollees MUST be "dual eligible" to enroll in a MAP. As of December, 2013, there were eight PACE plans, 31 partial capitation plans and ten MAP plans serving a total enrolled population of approximately 123,441. In addition, there are 11 Medicaid Advantage plans who serve over 10,575 enrollees dually eligible for Medicaid and Medicare. These recipients are not required to be in need of community-based long-term care services to enroll nor are these services in the benefit package. The Medicaid Advantage model contract is found at the following URL:

http://www.health.ny.gov/health_care/managed_care/docs/medicaid_advantage_model_contract.pdf

The three MLTC model contracts can be found at:

http://www.health.ny.gov/health_care/managed_care/mltc/index.htm.

New York State's Medicaid program will continue to increase managed care enrollment by creating new plan types for dual eligible and enrollees with special needs. It is anticipated that by the end of the contract period for this award:

- (1) Up to 23 Fully Integrated Duals Advantage (FIDA) Plans will serve dually eligible individuals who are in need of community based long term supports and services, or who are nursing facility clinically eligible. The FIDA benefit package includes State plan Medicaid services, Medicare services, home and community based waiver services and behavioral health services. (Behavioral health is not currently in the MAP benefit package.)
- (2) One FIDA Plan for Persons with Intellectual and other Developmental Disabilities (FIDA-IID) will serve dual eligible individuals. The FIDA-IID Plan will be overseen and managed jointly by the New York State Department of Health and the New York State Office for Persons with Developmental Disabilities (OPWDD). In addition to a "traditional" medical benefit package, FIDA-IID plans will also provide community-based long-term care services to the developmentally disabled.

- (3) Up to 10 Developmental Disabilities Individual Services and Supports Coordination Organizations (DISCOs) will offer comprehensive managed care services to all Medicaid recipients living with developmental disabilities. DISCOs will be overseen and managed by OPWDD.
- (4) MMC plans will assume management of previously carved out behavioral health services for all enrollees beginning in 2015. In addition, MMC plans will begin to offer Health and Recovery Plans (HARPs) (most likely operated in the same counties in which they operate their mainstream plans), serving Medicaid recipients with significant behavioral health needs. NYS's Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS), and the Department of Health (DOH) will oversee the transition of behavioral health benefits into MMC plans and will be responsible for oversight of HARPs. MCOs that cannot meet the rigorous standards of HARPs will be encouraged to partner with an approved Behavioral Health Organization (BHO) for the delivery of covered services. The benefit package for HARPs will include all physical health services, OMH and OASAS Behavioral Health State Plan services currently carved out of MMC plans, and new Home and Community Based Services.

While these plans are not currently operational, it is anticipated that they will be during the contract period and will expand during the life of the contract. Therefore, applicants must include these plans and populations in their proposals. Further information about the implementation of these plan types is provided in Attachment 7.

The Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA) reauthorized the State Children's Health Insurance Program (SCHIP) under title XXI of the Social Security Act, ensuring that states continue their existing health insurance programs and expand coverage to additional low-income, uninsured children who are not eligible for Medicaid. In New York, the SCHIP program is supervised at the state level, but is administered by health plans that have a contractual relationship with the Department. Currently, 17 health plans in NYS offer an SCHIP product for a total statewide enrollment of 304,566, as of December, 2013. Effective July 1, 2009, states contracting with MCOs for delivery of care under SCHIP programs must initiate a similar program of external quality review for their SCHIP-contracting MCOs. Thus many of the EQR activities to be conducted under this RFP for the Medicaid managed care program will also be applied to the state's SCHIP program, entitled Child Health Plus (CHP).

Additional information regarding the Medicaid managed care program in NYS can be found in Attachment 8, Bidder's Library. In addition to Medicaid managed care plans, there are eleven plans in NYS that offer a commercial managed care line of business. Four of these plans currently have no publicly funded insurance lines of business while the others also offer Medicaid managed care and/or Child Health Plus.

III. PROCUREMENT OF A SINGLE REVIEW AGENT

The Department is seeking a single contractor to fulfill all work requirements associated with the following previously distinct contracted activities: Medicaid External Quality Review (EQR), Utilization Review/Quality Improvement (UR/QI), AIDS Intervention Management System (AIMS), and Quality Profiles.

A. External Quality Review Organization (EQRO)

The Department has used an External Quality Review Organization (EQRO) since 1988 to evaluate the quality of care provided to the Medicaid population. In response to the Balanced Budget Act of 1997 (BBA), the CMS published regulations (in 42 CFR, Part 438, Subparts D and E) to clarify how Section 1932c of the Social Security Act is applied in Medicaid managed care. CMS further published protocols for conducting external review of Medicaid managed care organizations (MCOs). The protocols describe three (3) mandatory EQR activities and several optional EQR activities. The three mandatory activities include: 1) validation of performance improvement projects (PIPs); 2) validation of performance measures; and 3) review of MCO compliance with state and federal standards for access to care, structure and operations, and quality measurement and improvement. Optional activities include: 1) validating encounter and functional assessment data reported by the MCOs; 2) administering or validating consumer satisfaction surveys; 3) calculating performance measures in addition to those conducted by the MCO; 4) conducting focused clinical studies; and 5) implementation of PIPs required by the State in addition to those conducted by the MCO. In addition to these specified activities, the contractor will also be expected to conduct activities including, but not limited to: 1) performing medical record reviews in MCOs, hospitals, and other providers, 2) administering additional surveys of enrollee experience, and 3) providing data processing and analytical support to the Department.

External Quality Review activities under this RFP will cover services offered by New York's MMC plans, HIV-SNPs, MLTC plans, FIDAs, FIDA-IIDs, DISCOs, HARPs, and BHOs as well as plans that offer the state's Child Health Insurance Program (CHP). Some projects may also include the Medicaid FFS population or on occasion, the commercial managed care population for comparison purposes.

B. Medicaid Utilization Review (UR) and Quality Improvement/Patient Safety Program

The contractor will conduct medical record reviews and evaluations of services provided by hospitals licensed under Article 28 of Public Health Law and other Medicaid providers as required by the Department. This will include utilization reviews, i.e., admission and continued stay reviews, Diagnosis Related Group (DRG) validations, and quality of care reviews. Additionally, the contractor will be required to conduct quality improvement projects as directed by the Department and to validate cases reported to the Department's New York Patient Occurrence Reporting & Tracking System (NYPORTS), a statewide hospital incident tracking system.

The contractor will be responsible for data collection, database creation and maintenance, data analysis, and report generation as needed to support the Department's utilization and quality of care/patient safety review programs. These data collection and reporting systems must be structured so as to be consistent with and support the above functions. The data files to be provided and specific duties of the review process are discussed in **Section IV.C.2**.

The contractor will work cooperatively with OPCHSM, OHIP, and OQPS to implement a cost effective program for utilization review and quality improvement. The UR system must ensure that the care rendered to Medicaid recipients is appropriate and necessary and meets professionally recognized standards of care. The results of these reviews will be reported to the Department for necessary action including the recoupment of Medicaid expenditures. The contractor will be required to interface with other state agencies, including but not limited to the Office of the State

Comptroller (OSC) and the Office of the Medicaid Inspector General (OMIG) as needed.

C. AIDS Intervention Management System (AIMS)

The contractor selected will collect, compile, complete analyses, and report on data defined by the Department's AIDS Institute as indicators of appropriateness, performance and quality of care for the AIDS Intervention Management System (AIMS). The contractor will work cooperatively with the AIDS Institute to implement a comprehensive program of Quality Assurance (QA), Utilization Review (UR), and data collection and analysis in health care settings throughout NYS. This program will encompass utilization reviews at acute and ambulatory sites and ongoing monitoring of the quality of care rendered to persons with HIV/AIDS and selected other diagnoses (e.g. sexually transmitted diseases or STDs, hepatitis C), in acute, long term, ambulatory, and prison-based health care sites in NYS to stimulate ongoing quality improvement. Data captured through these activities will be used to conduct program planning and evaluation activities, epidemiologic analyses, evaluation of the progress of HIV infection, initiation of quality improvement activities, and establishment of a quantitative basis for future program development and direction.

D. Special Studies and Improvement Projects

The contractor will be expected to support new and ongoing quality improvement activities including, but not limited to, the following:

- **The Sepsis Project**

Recently enacted regulations require all NYS hospitals to submit for approval, and then implement, evidence-based protocols for the early identification and treatment of sepsis. In addition, all hospitals must report patient specific data to enable the Department to evaluate compliance with protocols and risk adjusted mortality. The contractor will assist in the implementation and oversight of this initiative.

- **The Coverdell Stroke Quality Initiative**

In 2012, the Department was awarded a grant from the Centers for Disease Control (CDC) to implement the NYS Coverdell Stroke Quality Improvement and Registry Program to improve in-hospital care for acute stroke. The contractor will assist in the implementation and oversight of this initiative.

- **The Present on Admission (POA) Coding Validation Study**

All Article 28 facilities in NYS are required to submit information for inclusion in the SPARCS data set. The SPARCS data set includes inpatient discharge information for all payers, including Medicaid, Medicare, and commercial entities. Annually, approximately 2.7 million inpatient discharges are reported from over 200 facilities. The contractor will support targeted validation of (POA) coding on the SPARCS inpatient discharge data set.

- **The Office Based Surgery Study**

Under PHL 230-d, all private medical practices performing office-based surgery (OBS) must attain and maintain accreditation, and all physicians, physician assistants (PA), and specialist assistants (SA) must report specific adverse events occurring in relation to the performance of OBS to the Department. The contractor will assist in a variety of activities to validate data and improve outcomes at OBS sites.

- **Hospital, Home Care and Nursing Home Quality Profiles**

Since 2006, the Department has produced provider profiles on the public website highlighting key quality measures in hospital, home care, and nursing home settings. For example, the current Hospital Profiles are available on the Department's web site at: <http://hospitals.nyhealth.gov/>. The selected contractor will assist in the development, maintenance, and enhancement of quality profiles in multiple care settings including but not limited to managed care plans and physician practices.

- **The Hospital Medical Home Demonstration**

The Hospital-Medical Home (H-MH) project provides financial incentives to hospitals to transform primary care teaching programs at hospital and community sites. Goals of the project are to improve the coordination, continuity, and quality of care for individuals receiving primary care in hospital inpatient departments operated by teaching hospitals, as well as other primary care settings used by teaching hospitals; and to train resident physicians, and improve the training of future primary care physicians, through expanded outpatient continuity training in the patient-centered medical home, and through participation in quality improvement activities. A wide variety of tasks such as clinical reviews, application design and data collection, processing, analysis and report generation will be required of the contractor.

- **Practice-Level Quality Measurement**

The Department has several initiatives that provide the basis for practice-level measurement including financial incentives for calculating and reporting Meaningful Use measures, and obtaining recognition as a Patient-Centered Medical Home. The Department has also initiated the development of an all-payer claims data warehouse, which will be another source of practice-level measurement.

During the course of the contract, the contractor agrees to fulfill the program goals, objectives and responsibilities stated in this RFP. The Department will select a contractor using the Best Value methodology of award. Best Value is defined in Article XI, Section 163(1)(j) of the NYS Finance Law as the basis for awarding contracts for services to the vendor which optimizes quality, cost and efficiency, among responsive and responsible vendors. All awards are subject to the approval of the State Comptroller.

In addition to State funds, a portion of the award made as a result of this RFP may be supported by Federal Ryan White Care Act (RWCA) funds administered by Health Research, Inc. (HRI). As a result, there may be two contracts awarded to the winning bidder based on funding streams. Contracts awarded using RWCA funds will be issued by HRI, and will utilize contract language provided in Attachment 22.

IV. PROJECT SPECIFICATIONS – SCOPE OF WORK

A. Overall Goals and Objectives

The contractor shall be held accountable for achieving objectives specified in this section, for conducting quality and utilization reviews at all sites of care as directed, and for providing all deliverables to the Department on a timely basis. Objectives are in support of Department goals for the Medicaid program and include:

- 1) Assure validity of the data collected from MMC plans and health service providers, including inpatient and outpatient facilities in NYS;
- 2) Achieve measurable improvements in the health status of all Medicaid recipients;
- 3) Assure that enrollees in MMC plans have access to an adequate provider network to meet their needs for timely, appropriate health care services;
- 4) Narrow the gap between evidence-based recommendations/standards of care and actual practice through conferences, workshops, webinars and other collaborations with MCOs and providers;
- 5) Facilitate collaboration between the Department, MCOs, hospitals and their provider networks on shared, focused quality improvement goals;
- 6) Insure that quality of care delivered to Medicaid recipients meets professionally recognized standards of care, including nationally recognized review criteria, and that services provided are reasonable, medically necessary, and delivered in a cost efficient manner;
- 7) Insure the services furnished to Medicaid recipients are delivered in an appropriate setting;
- 8) Insure diagnostic and procedural information needed to establish that APR-DRG payments are valid;
- 9) Insure Medicaid recipients served by community based long term care service agencies receive appropriate, medically necessary services that meet their assessed long term care needs;
- 10) Continue to develop robust data systems allowing for provider accountability, program evaluation and quality improvement initiatives;

Although the Department's needs may change over the course of the contract, to assure consistency in the preparation of the Technical and Cost Proposals, bidders are requested to respond based on descriptions of activities and reporting requirements as described in this RFP.

In the conduct of activities, the contractor must ensure that all individual identifiable information relating to an enrollee is kept confidential pursuant to the Health Insurance Portability and Accountability Act (HIPAA), the Public Health Law, Section 369 of the State Social Service Law, and 42 U.S.C. Section 1369a(a)(7) of the Federal Social Security Act. The agent will function as the Commissioner's designee to access medical records and evaluate the provision of care provided through managed care and other Medicaid healthcare delivery settings.

B. Qualified Organizations

The Department will accept proposals from organizations designated by CMS as Medicare Quality Improvement Organizations (QIOs), or those on the list of QIO-like organizations. In order to qualify, an organization must be recognized by CMS and be on the list of designated organizations as of the date of the RFP issuance. Qualified organizations may sub-contract with other

organizations to perform activities described in this RFP. All sub-contractors must be approved by the Department.

The contractor cannot be a NYS health care facility, an association of health care facilities conducting business in NYS, or an affiliate of a NYS health care facility. The bidder must provide assurance that it has no conflict of interest with respect to conducting the duties and responsibilities in this RFP. Consistent with federal regulations 42 CFR 438.354 regarding standards of independence, the contractor and any subcontractors must also provide assurances that they are independent from the State Medicaid program and from any MCO they would be required to review.

C. Contractor Services and Workload Projections

The contractor shall complete all activities as described in the following subsections. These services are categorized under the program for which the services are required pursuant to NYS's Medicaid provider and managed care plan contracts. Special Studies and Improvement Projects are listed separately. As noted in the following description, some projects will not be conducted every year.

It is possible that over the five-year period of the contract resulting from this RFP, that changes in the health care system and emerging health issues may require modifications to the reviews described in this RFP and to the populations reviewed. Workload and volume projections are based upon information available at the time of the RFP issuance and should be considered estimates to assist the bidder in the development of its Technical and Cost Proposal. The workload and volume projections provided do not represent a commitment or guarantee of future workload or review volumes. Based on these estimated projections, each bidder should:

- Forecast the personal resources necessary to meet the State deliverable requirements;
- Complete an annual and startup work plan which will be incorporated into a five year "schedule of deliverables" to be included in the Technical Proposal;
- Set a price for each deliverable and complete cost reports as requested in the cost section of the RFP (see Attachment 10: Cost Proposal Forms).

The Department may modify workload and funding levels based upon review findings, changes in Department priorities, and/or changes in the health care system, specifically with regard to managed care enrollments which are anticipated to significantly reduce FFS claim volume during the term of the contract. The bidder should describe how their systems and employees will adapt to such changes by demonstrating both the capacity and the willingness to be flexible in meeting changing analytical and clinical support. The need to allocate resources for potential changes in review types, locations, and volumes should be considered in the bidder's determination of pricing.

The contractor will be required to work collaboratively with the Department, OPWDD, OMH, OASAS, MCOs, and providers in developing the processes used in evaluations. This may require the establishment of a workgroup(s) that focuses on specific issues. All materials and methodologies must be approved by the Department prior to implementation. The contractor will be expected to attend periodic meetings with Department executive and clinical staff, to discuss quality programs and policies.

The contracted agent shall use nationally defined/accepted medical criteria to conduct its Medicaid reviews except where criteria is prescribed or modified by the Department, as in the case of HIV care and inpatient psychiatric care (InterQual, DOH psychiatric criteria, state provided detoxification criteria, and federal rehabilitation criteria, are currently in use). The bidder shall submit a detailed description of the criteria to be used in the review under this contract when appropriate.

The contractor will be monitored and evaluated to determine its success in implementing a cost effective system for conducting the activities set forth in this RFP. The contractor will also be evaluated on an estimation of likely performance in the following areas:

- Ability to work cooperatively with the Department including responsiveness and flexibility;
- The timely and effective performance of the reviews required in the Scope of Work including the accuracy of its review determinations;
- The accurate and timely reporting of review findings to the Department;
- The accurate and timely reporting of adjustments/recoupment actions to the Department and the Medicaid Fiscal Agent; and
- Maintenance of a complete and accurate database containing review results and inpatient paid claims files and claims detail.

A detailed three-month start-up plan is required as part of the Technical Proposal. It should include all activities the contractor will undertake to implement the review system within 90 days of OSC contract approval. This includes notifying providers, hiring staff, establishing an office in NYS, where necessary.

1) External Quality Review Activities

a. Validation of MCO Quality Performance Measure Data

Since 1995 NYS has required managed care organizations to report standardized measures of quality, access and utilization through an annual reporting protocol known as the Quality Assurance Reporting Requirements (QARR). This annual process primarily utilizes measures from the Healthcare Effectiveness Data and Information Set (HEDIS®), and is augmented with NYS-specific measures to reflect the current health issues affecting the NYS Medicaid population. This standardized dataset is used to evaluate plan performance in four specific areas: 1) quality of care, 2) member access and satisfaction, 3) enrollment and utilization, and 4) network and clinical management. The quality measures focus on preventive health services, prenatal care, acute and chronic disease and mental health. All QARR data is self-reported by the plans. During the term of this contract, the selected contractor will be required to assist in the evaluation and analysis of data for all MCOs submitting QARR/HEDIS® data, including MMC/CHP, HIV-SNPs, Medicaid Advantage, MAPs, HARPs, BHOs, DISCOs, and commercial plans including the Qualified Health Plans (QHP) participating in New York's Health Benefit Exchange.

Annual Reporting Requirements and Data Submission Review and Validation

Managed care quality performance measures are refined by NYSDOH annually to assure reliable and valid measurement. The contractor will assist the Department in the preparation of a set of measure specifications to be used by all plans and to update the data submission tool annually

(currently in Microsoft Access). The contractor will participate in an annual technical webinar for MCO staff on collecting and submitting QARR data. Agenda topics typically include discussion of changes in data submission, audit procedures, measure calculations and specifications. The contractor will also provide ongoing technical assistance to MCOs on a variety of issues connected to quality performance data collection and validation, and serve as a liaison between the MCOs, subcontractors and the Department. As new plan types begin reporting QARR data, including DISCOs, HARPs, FIDAs, and FIDA-IIDs, the contractor will support introductory training in the processes and responsibilities of quality measurement for new MCOs. As all MMC plans begin reporting QARR data for new quality and performance measures related to the expanded behavioral health benefit package, home and community based services, the contractor will support training and technical assistance as needed. The contractor will also be responsible for the development and production of various public reports using QARR data, as required by the Department. Prior examples of such reports are the annual Managed Care Enrollment Report and the annual Access and Utilization report. Examples of reports using QARR data can be found on the Department's public website at:

http://www.health.ny.gov/health_care/managed_care/reports/index.htm

Specific tasks for the Annual Reporting Requirements and data submission review and validation include:

- 1) Assist in the preparation of measure specifications for each measurement year.
- 2) Organize and participate in an annual technical webinar for QARR participants focusing on new or revised requirements for QARR/HEDIS®, changes to the audit process, and/or other techniques to optimize QARR/HEDIS® reporting.
- 3) Develop or revise a data collection tool and database for each measurement year.
- 4) Provide technical assistance to plan staff or plans new to reporting QARR, including DISCOs and HARPs upon creation, to support reporting of all measures, following existing and new specifications, including those related to behavioral health and home and community based services data. Technical assistance will include development of introductory level training materials.
- 5) Ensure the accuracy of data submitted through the QARR process, including data reported via the data submission tool and the member-level and birth files by, comparing multiple data sources and reconciling discrepancies with the plans and the Department. If discrepancies are found, the contractor will work with the MCO to reconcile the files before submission to the Department. Files to be validated include member-level files that describe all live births and services received by enrollees in the MCOs.
- 6) Compile and validate MCO-submitted data files (aggregate quality sets and member-level files) into large data sets to be used by the Department.
- 7) Review and validate source code for administrative measures calculated by the Department.
- 8) Design and produce reports using QARR data.

b. Validation of Functional Assessment Measurement Data

A functional assessment survey, which includes functional and cognitive assessment data, is used by the Department to establish eligibility for the Department's various home and community-based long-term-care programs, for monitoring of case mix, quality evaluation, and risk-adjusted rate setting. Potential and current enrollees' functional, cognitive and social support systems are evaluated through face-to-face assessments. Though currently applicable to MLTC plans, these validation and assessment activities will eventually be expanded to include FIDAs, DISCOs and

HARPs.

The Department has identified a need for timely audits of the data to ensure its integrity for program functions. The primary audit methodology will use medical and care management record reviews compared with submitted data. At this time it is anticipated that up to 1,320 medical and/or care management records would be reviewed (or approximately 15 records per plan). Because these programs are expanding, there may be several recently certified plans with low enrollment; therefore, the audit design should also take into account how the approach may need to be amended for these newer plans with low enrollment. It is anticipated that up to two (2) data validations of the functional assessment data will be necessary over the five-year contract period.

Specific tasks in data validation for MLTC functional assessment measurement include:

- 1) Prepare data validation proposal including objectives, sampling protocols, validation methodology and analyses.
- 2) Assist the Department in refining the auditing approach.
- 3) Prepare written correspondence with community-based long-term care providers and schedule visits or request that medical records be submitted by plans.
- 4) Conduct the audit.
- 5) Draft a report summarizing findings including plan-specific results.
- 6) Incorporate Department comments and changes into the final report.
- 7) Prepare cover letter and send the reports to the plans.

c. Validation of Encounter Data

MMC plans are contractually obligated to submit data to the Department on enrollee encounters with Medicaid providers. The Medicaid managed care encounter data system (MEDS) is used by the Department for a number of purposes and activities including tracking utilization patterns, developing risk adjusted capitation payments, quality performance incentive calculations, quality performance measure calculations, clinical severity calculations (using 3M's Clinical Risk Group (CRG) methodology), fraud and abuse monitoring, and other evaluation and research activities. Periodic and timely auditing of the Medicaid encounter data system is essential to address problems in reporting and data completeness as well as to assess new health plans' readiness to submit data.

The Department requires monthly submissions of encounter data for all enrollees in Medicaid managed care, including MMC/CHP, HIV-SNP, and MLTC. As new types of plans and products are brought into Medicaid managed care, including FIDA, HARP and DISCO plans, monthly encounter data submissions will also be contractually required. This data is collected and initially processed by the State's Medicaid fiscal agent. Edit reports are created on a monthly basis and the Department is provided with a monthly file of encounter records that have passed all initial edits. Several different approaches to auditing encounter data submissions have been used by the Department including medical record reviews of up to 500 records, review of targeted plan problem areas and surveys to determine new plan readiness to submit or to determine root causes of reporting problems for existing plans based on compliance and completeness reports.

Under this contract, the contractor will collaborate with the Department to design an annual encounter data validation strategy to evaluate the completeness and accuracy of plan encounter

data submissions, including the infrastructure essential for accurate and complete encounter reporting. The contractor will be responsible for: evaluating the validity and completeness of the data; assessing new plan's readiness to submit encounter data; analyzing and providing technical assistance regarding the use of vendors in data collection; continued evaluation of provider-sponsored information system capability; and assisting plans in data and process quality improvement. Since encounter data is submitted for enrollees in all MMC plans and product types, the schedule for validating encounter data by product line and plan type may be rotated throughout the term of the contract.

Specific tasks in data validation for encounter data validation include:

- 1) Develop an annual strategy for auditing MEDS data in collaboration with Department program staff, including individual product lines, problematic areas, and/or follow-up indicated by audit documentation submitted by the MMC plan.
- 2) Assist the Department in selecting plans and/or data items for audit based on analysis of completeness and compliance reports.
- 3) Determine sampling strategy to be used.
- 4) Develop a chart review tool or survey to obtain information regarding internal and external factors in the data submission process and the role of external vendors or contractors.
- 5) Request medical records or conduct surveys of MMC plans.
- 6) Prepare a draft validation analysis plan and submit to Department for review and comment.
- 7) Prepare a draft validation report and submit to Department for review and comment.
- 8) Prepare a final validation report detailing findings.
- 9) Prepare letters to plans and send electronically with final report.
- 10) Assist in developing and organizing data submission trainings for new plans.

d. Oversight and Validation of Performance Improvement Projects (PIPs)

In response to the Balanced Budget Act of 1997 (BBA), CMS released a set of protocols for external quality review of Medicaid and Medicare managed care plans. Validating PIPs is one of the protocols that the Department has required of the EQRO on an annual basis. The contractor will follow CMS's written protocol for validating PIPs by reviewing PIP proposals and preparing final reports for each MMC plan, including all MMC/CHP, HIV-SNP, and MLTC plans. As new types of plans are brought into MMC, including FIDAs, FIDA-IIDs, HARPs, and DISCOs, the validation of these plans' PIPs will be an additional responsibility for the EQRO. The PIPs are conducted by MCOs on a yearly basis or for longer periods when approved by the Department. While plans have the option to select a study topic of their own choosing, they have been encouraged to participate collaboratively with other plans in conducting their PIPs. For example, for the 2009 – 2010 study years, the majority of NYS Medicaid managed care plans participated in a pediatric obesity common themed PIP. Other recent projects have focused on eliminating disparities in asthma care for enrollees in Brooklyn, reducing falls in the MLTC population and a collaborative to reduce potentially preventable hospital readmissions. Currently, plans are participating in a collaborative project to utilize incentives for at risk enrollees to participate in programs designed to reduce the risk or incidence of several chronic diseases. The role of the EQRO in these projects includes all the tasks enumerated in the CMS requirements for validating PIPs as well as additional activities to coordinate and facilitate plan progress and to provide training and other resources as needed. Reports describing previous PIP projects are available on the Department's website at:

http://www.health.ny.gov/health_care/managed_care/reports/docs/2009_pip_abstract_compndiu

Specific tasks in the validation of PIPs include:

- 1) Assess each plan's PIP study methodology including a review of the selected study topic, study questions, selected indicators, identified study population, sampling methods, data collection procedures, improvement strategies, data analysis methods and likelihood for improvement.
- 2) Share written comments on the study methodology with each plan.
- 3) Review final proposal with comments addressed and submit proposal to Department.
- 4) Conduct conference calls with each plan to discuss study progress and provide technical assistance as needed.
- 5) Facilitate collaboration among the plans through meetings, conference calls, and/or webinars.
- 6) Review draft final reports from plans prior to annual due date of final report including verification of study data sources, methods of evaluation and overall validity and reliability of results.
- 7) Provide comments and suggestions for improving reports.
- 8) Review final reports from plans and submit final reports to Department within 60 days of completion.
- 9) Prepare an annual summary compendium report including a brief description of each plan's project and an evaluation of improvement from baseline to final results.
- 10) Organize conferences, workshops or webinars to share results and promising practices.

e. Review MCO Compliance with State and Federal Standards

The State has developed a comprehensive program to assess all aspects of MCO performance. In addition to on-site monitoring, the Department conducts surveys designed to monitor areas of particular concern such as provider access and availability, provider directory information, health plan member services department responses and the ratio of PCPs to MMC enrollees. Provider Network data submissions are used to review adequacy of MCO networks by service area counties.

The contractor will assist the Department in conducting selected surveys for Medicaid plans as described below.

1. Access Survey of Provider Availability

The purpose of this survey is to review the provider's availability and enrollees' access to the provider to determine compliance with contractually defined performance standards and to validate information published in the plan's Provider Directory. To conduct the study, contractor staff will attempt to schedule appointments under defined scenarios, such as by identifying themselves as a pregnant woman requesting an initial prenatal appointment.

The contractor will work cooperatively with the Department to plan and conduct the surveys of primary care providers and selected specialists, dentists, and HIV-SNP providers throughout the five-year contract period. Other practitioners, such as behavioral health providers and long-term care providers, will be surveyed on an as-needed basis. As new plan types, such as DISCOs and HARPs, are incorporated, surveys assessing provider availability and access will be required and should be planned for accordingly based on the anticipated number of plans

previously described.

The access and availability survey includes phone calls to a sample of provider offices. An average of 100 completed calls for each of the 16 Medicaid/CHP managed care plans and 3 HIV-SNP plans are conducted annually. Physician phone numbers available through the most recent provider network quarterly data submission are used for this purpose. The contractor will select the sample using the Department's selection criteria and make the phone calls following four different scenarios to determine access and availability for specific appointment standards including, but not limited to: 1) routine appointments, 2) non-urgent but sick appointments, 3) prenatal care appointments and 4) after hours calls. If the plan does not achieve a 75% success rate in satisfying the standards, it receives a Statement of Deficiency (SOD) from the Department and is required to implement a plan of correction (POC). Follow-up phone calls are then made by the contractor to assess if the POC was effective. For a subset of the providers contacted, the caller will also validate the provider's information as published in the MMC's most recent hard copy and web-based provider directory. Discrepancies that are identified during the survey, such as incorrect phone numbers, will be provided to the Department.

Specific tasks in conducting Access, Availability and Provider Directory surveys include:

- 1) Assist the Department in the development of, and revisions to, the methodology used to conduct the study.
- 2) Select a random sample of providers from data provided by the Department.
- 3) Prepare or update scripted scenarios for surveys.
- 4) Conduct the telephone surveys using scripted scenarios.
- 5) Calculate appointment availability rates and a list of Provider Directory discrepancies.
- 6) Prepare and transmit preliminary report.
- 7) Prepare and transmit final report.
- 8) Prepare ad hoc reports as needed.

2. Medicaid Managed Care Plan Member Services Survey

Member Service Department surveys are conducted once a year and consist of telephone calls made to member services departments in approximately 50 plans that serve the MMC population, including MMC, HIV-SNPs, and MLTC. Surveys will also be conducted in DISCO, HARP, FIDA, and FIDA-IID plans once operational. The purpose of the health plan member services survey is to monitor the accuracy of responses from member services staff given to enrollees or potential enrollees; measure the degree of difficulty in reaching the MCO and monitor the accuracy of the published toll-free member services phone number. The survey tool currently consists of 28 questions relative to the following operational areas: family planning, complaints, utilization review, disclosure of information, member care, HIV, dental, orthodontia, personal care services and consumer directed services. Not all questions or areas are relevant to all plans or plan types. Each plan will be asked up to 26 of the 28 questions. Surveyors will pose as an enrollee or potential enrollee, calling each plan on separate occasions for each question, for a total of 26 completed calls to each member services department each survey administration. As new plan types begin operation, additional questions relevant to those products may be added to the scripts. Scripts with specified questions are used for each call. Calls must originate from three (3) different area codes in New York (in NYC, Syracuse, and the Capital region), so that the call appears to originate

from the service area of the plan. Three (3) post office boxes (in NYC, western NYS and the Capital region) must be used when materials are requested from the member services department as part of the survey. Follow-up calls are made for those questions that were answered incorrectly. These surveys will be conducted at least once during the year, with a follow-up survey for plans who fail the primary survey.

Specific tasks for the Medicaid Managed Care Plan Member Services survey include:

- 1) Prepare sampling tool.
- 2) Select questions to be used from scripted scenarios prepared by the Department.
- 3) Conduct the telephone surveys using scripted scenarios and record results on the survey tool.
- 4) Prepare and transmit report for each health plan to Department within 60 days of survey completion.
- 5) Conduct follow-up telephone calls in next 6 months for all questions answered incorrectly.
- 6) Prepare and transmit report for each health plan follow-up to Department within 60 days of completion.

3. Ratio of PCPs to Medicaid Managed Care Enrollees

A sample of MCO provider networks are reviewed up to twice a year to determine the adequacy of the network, including a review of the ratio of primary care providers (PCPs) to patients to assure that the ratio falls within an acceptable range. If a PCP's panel of patients exceeds the acceptable range, and if it is confirmed that appointment availability standards are not being met, the MMC plan is required to stop adding patients to the panel of that PCP. Every six months the provider network submission is reviewed by the Department to identify PCP panels that exceed the maximum number of enrollees. The contractor will conduct a focused telephone survey of these identified PCPs. Surveyors pose as a new MMC enrollee and make three (3) calls within one month to the identified provider to see if an appointment can be made within acceptable time frames for routine, well-child care and urgent/non-urgent sick care visits. Up to approximately 50 providers could be identified as requiring these telephone surveys. The contractor will report findings to the Department and prepare a letter to send to the MMC plan requesting that it address this issue or close the panel within 30 days of report completion.

Specific tasks for the PCP to MMC enrollee ratio survey include:

- 1) Prepare sampling methodology, including data collection tool.
- 2) Conduct the telephone surveys using scripted questions and record results on the survey tool.
- 3) Calculate appointment availability rates.
- 4) Prepare and transmit a report and a letter for each health plan to Department.
- 5) Prepare and transmit a letter summarizing results and a report to each health plan.

4. Provider Network Data

MMC plans, including HIV-SNPs, CHP, and MLTC, are currently required to submit information on their contracted provider networks to the Department on a quarterly basis. Data is collected on physicians and other practitioners as well as facilities such as hospitals,

clinics, laboratories and radiology sites. DISCO, HARP, FIDA, and FIDA-IID plans will also be required to submit quarterly provider network data upon full implementation. MCOs with a commercial product line are required to submit provider network data for their commercial product on an annual basis. QHPs will also be required to submit provider network data on a quarterly basis.

The contractor will assume collection of provider network data submitted by MCOs, consisting of approximately 2,500,000 unique records, on a quarterly basis. Submitted data will be validated by verifying National Provider Identifier (NPI) and license information as well as Medicaid Management Information Systems (MMIS) data files provided by the DOH. Validated and processed data files will be made available through an electronic search application on the Department's intranet site (Attachment 11). This application allows plans and other interested parties the ability to search for providers and/or facilities by name, geographic location and/or physician specialty and to query other details of the practice such as languages spoken and other practice site addresses. It is an interactive program that will be populated with updated data each quarter. The contractor will be required to collect provider network data from MCOs using data elements as determined by the Department. MCOs will submit required data files to the contractor. The contractor will make each quarter's database available to the Department and will continue to maintain (or sub-contract the maintenance of) the provider network query system on the Department's intranet site.

In addition to the query tool, the contractor will also create an electronic report application for analyzing each plan and county's provider network adequacy. These reports, currently entitled Summary and Exception Reports, will be generated every quarter approximately a week after the end of the provider network data submission. The exception report is produced to show network inadequacies and allows Department staff to identify gaps in the provider network by county and by plan. Screen shots of current report pages are provided in Attachment 12.

Along with information about their contracted providers, MMC plans also submit to the Department a quarterly roster of members assigned to their PCPs. This PCP roster data is submitted for all Medicaid managed care members, including HIV-SNPs, and CHP enrollees. The contractor will develop and maintain a Provider Network Data System to electronically collect, validate, and process PCP roster data for all plans. PCP roster data will be required from new MMC plans, such as HARPs and DISCOs, if physician services are a covered benefit. Current quarterly submissions are approximately 4,100,000 records. For both the provider network and PCP roster submissions, the contractor will provide ongoing technical support as necessary to the MCOs in order to ensure they submit complete and accurate data.

Provider network information will also be utilized by the contractor to develop and maintain a Provider Network home page on the Department's Health Commerce System (HCS); a platform that includes posting of downloadable files, reports, and searchable applications. These applications are used by Department and MCO staff and include items such as an NPI Directory for managed care providers, and MMIS Search and Lookup Tool. A Medicaid Provider ID Request application will also be made available for plans to request Provider IDs for network providers who do not currently bill Medicaid. The application will allow plans to submit ID assignment requests to the State's Fiscal Agent. All provider network data submitted by the MCOs will be processed into SAS datasets for use in various programmatic areas within the Department.

The contractor will be responsible for the development and maintenance of an application which allows different offices within the Department to enter data and share information on a daily basis. Data for all MMC plans and program types, including MMC, CHP, HIV-SNP, MLTC, HARPs and DISCOs, will be included in this information application. The proposed platform will be consistent with an Access database application which is currently being used by the Department. This application will be supported by the contractor, but will be for DOH internal use only and DOH staff will be responsible for updating and maintaining the information contained in it. The contractor will also provide ongoing support to the Department's Bureau of Managed Care Certification & Surveillance by producing ad hoc reports and analyses as needed. Examples of reports that will be generated using provider network data include provider network overlap, provider capacity, and others.

Specific tasks for the Provider Network Data Collection include:

- 1) Develop a data submission system with the capability to represent a provider's ability to serve multiple counties from a single office location and supporting documentation for quarterly submissions. Flexibility within the system should be incorporated to support up to four (4) submissions outside of the quarterly schedule to support amended and/or corrected submissions and MCO expansions to new counties.
- 2) Validate MCO-submitted data files to ensure data comply with specifications. If discrepancies are found, the contractor will work with Department and the MCO to reconcile the files.
- 3) Compile the MCO-submitted data files into appropriate SAS data sets to be used by Department.
- 4) Provide technical assistance to plans regarding data element formats and submission tool issues.
- 5) Develop programming and post an online intranet provider query tool.
- 6) Provide an online summary and exception report to identify counties and plans with gaps in provider types available.
- 7) Develop and maintain HCS Provider Network home page, including posting downloadable files, reports, and searchable applications.
- 8) Develop and maintain a Medicaid ID Request tool for MCOs to submit to the NYS Medicaid Fiscal Agent.
- 9) Develop and support a web-based application for DOH staff to track MCO information.
- 10) Produce reports and develop analyses as needed by DOH staff.

f. Administration of Consumer Surveys

Since 2000, the Department has measured the perceptions of MMC enrollees regarding access, quality, and overall satisfaction with their health care and health plan, through standardized consumer surveys. The Consumer Assessment of Healthcare Providers and Systems (CAHPS®) Survey for Health Plans has been administered on a biennial basis. The CAHPS® Clinician and Group (C&G) survey tool has also been used to assess Medicaid patients' experiences with their health centers and clinics. The Patient Centered Medical Home (PCMH) survey is used to measure satisfaction with providers achieving NCQA recognition as a PCMH. The successful bidder is required to either attain status as an NCQA-certified CAHPS vendor or contract with an NCQA-certified CAHPS® vendor to conduct CAHPS® surveys. In addition to CAHPS®

satisfaction surveys, the contractor will also conduct additional experience of care surveys of enrollees in Medicaid/CHP, HIV-SNP, MLTC, and eventually HARP, and DISCO plans as explained below.

1. CAHPS® Surveys for Health Plans

MMC CAHPS® surveys will be conducted by the contractor, using a sample of enrollees selected from the MEDS database. Surveys will consist of up to three (3) mailings with telephone follow-up when necessary. The contractor (or the sub-contracted vendor) will prepare the survey in a scannable format and will prepare a final report analyzing survey findings. Each CAHPS® survey of NYS MMC enrollees will involve a minimum sample of 1,500 recipients from each of 20 Medicaid/HIV-SNP and/or CHP plans with an expected response rate of 35-40%. Translation of the survey tools into at least one other language may be required. Surveys will be required annually, rotating child and adult surveys each year.

Specific tasks for the administration of the CAHPS® MMC plan survey include:

- 1) Collaborate with the Department to determine work plan, survey methodology, NYS-specific questions and specific areas for analysis.
- 2) Prepare a final scope of work summarizing agreed upon study design and timeline.
- 3) Select and execute a contract with a CAHPS® certified vendor, if subcontracted.
- 4) In collaboration with Department (and CAHPS® certified vendor, if subcontracted), determine protocol for survey methodology, sampling, administration and finalize the tool.
- 5) Generate and validate random sample.
- 6) Conduct survey through mail and/or phone methodology, including payment of respondent incentive as needed.
- 7) Collaborate with Department (and CAHPS® vendor if necessary) to develop data analysis plan to be conducted.
- 8) Draft or coordinate with CAHPS® vendor to prepare final report.
- 9) Participate with Department in a conference call or on-site meeting with plans to discuss survey findings and improvement strategies.
- 10) Supply the Department with the data generated from the responses for future analyses.

2. Additional Experience of Care Surveys (non-CAHPS®)

As more clinically complex, potentially vulnerable populations are brought into Medicaid managed care, the Department will seek to learn more about members' transition into managed care, as well as the experience these members have in the managed care environment. Previous studies have examined the transition of members with SSI from Medicaid FFS to MMC, the transition of members receiving personal care through Medicaid FFS to enrollment in an MLTC plan, and satisfaction with care for members enrolled in MLTC plans. Up to ten (10) customized satisfaction/experience of care surveys will be conducted over the course of the contract for special populations including enrollees in mainstream MMC, MLTC, HARP, FIDA and DISCO plans. Survey questions will be developed in collaboration with the Department and prepared in scannable format for mailing. These surveys will use at least a two mailings methodology. Each survey will involve a minimum sample of 500 for each of the MMCs with an anticipated response rate of 25 - 30%. Translation of the survey tools into at least Spanish, and up to six (6) other languages, will be required. The EQRO will prepare a final report analyzing survey findings, and will provide a member-level data set of responses

to the Department.

Specific tasks for the administration of the Experience of Care survey include:

- 1) Collaborate with the Department to determine a work plan and specific areas for analysis.
- 2) Prepare a final proposal summarizing agreed upon study design and timeline.
- 3) Select vendor to process scannable surveys, if appropriate.
- 4) Determine protocol for survey methodology, sampling, and administration and submit to Department for review and approval.
- 5) Develop survey questions in draft scannable format and submit to Department for review.
- 6) Prepare and print final scannable survey and introductory letter.
- 7) Conduct at least two (2) mailings of the survey, and provide payment of respondent incentive as needed.
- 8) Develop data analysis plan and submit to Department for review and approval.
- 9) Prepare draft report and submit to Department for review.
- 10) Provide a member-level data set to the Department.
- 11) Prepare final report addressing comments from Department.
- 12) Participate with Department in a conference call or on-site meeting with plans to discuss survey findings and improvement strategies.

g. Care Management Performance

Care management is a collaborative process of assessment and interventions designed to coordinate healthcare services to optimize health outcomes for individuals with complex health issues. For enrollees in MMC, plans are required to offer care management services for enrollees with chronic health conditions or complex health issues or situations. The Department requires MMC plan reporting of data on care management services in order to determine the number of individuals, the types of conditions, and the impact case management services have on enrollees receiving those services.

The MMC population has been evolving over the past 10 years with the addition of more clinically complex, potentially vulnerable populations (such as enrollees with HIV/AIDS and end-stage renal disease). The changes in the populations and the implications for managing more complex, potentially costly health conditions have made it necessary to evaluate case management services and their impact on health outcomes.

In addition to care management data submitted by MMC plans, the Department collects data from Medicaid Health Homes on care management services provided to Medicaid recipients enrolled in these organizations. This data is submitted directly to the Department on a quarterly reporting schedule. It is expected that the contractor will work with the Department to update and maintain the data submission tool for this activity but will not collect or validate the data files submitted by the Health Homes.

The contractor will facilitate the annual collection and validation of data submitted by MMC plans regarding their case management programs.

Specific tasks in calculation of case management measures include:

- 1) Assist the Department in preparing data specifications for the measurement year.
- 2) Develop and revise as needed, the data submission tool and supporting documentation for the measurement year (including submission instruction manual and Questions & Answers document). This activity will also apply for Health Home data submissions.
- 3) Validate MMC plan-submitted data files to ensure data comply with specifications. If discrepancies are found, the contractor will work with Department and the MMC to reconcile the files.
- 4) Compile the MMC plan-submitted data files into one data set to be used by Department.
- 5) Provide technical assistance to plans regarding data element formats and submission tool issues.
- 6) Participate with Department in an annual formalized collaboration with the MMC plans, through a webinar or in-person meeting to review results from the case management data, identify opportunities for improvement and determine efficient application of case management services to impact outcomes.

h. Conduct Focused Clinical Studies

The EQRO will work cooperatively with the Department during the five-year contract period in designing and conducting up to five (5) focused clinical studies for Medicaid/CHP plans, up to three (3) focused clinical studies for MLTC, FIDA and/or DISCO plans, and up to two (2) behavioral health focused clinical studies for HARP plans. Focused study topics will be chosen by the Department with input from partner state agencies, the MMC plans and the contractor. The specific tasks to be accomplished in a focused clinical study include determining study questions and quality indicators, study design, identification of the study population, medical record selection and review, data retrieval and verification, data analysis and reporting of findings. Interventions based on the focused clinical study findings will also be conducted. Previous focused clinical studies have explored the following topics: prenatal care, attention deficit-hyperactivity disorder, asthma care, screening for mental health, treatment for alcohol and substance abuse and emergency department utilization. For the MLTC population, previous topics have included: flu/pneumonia immunizations, falls prevention and advanced directives.

All clinical studies must be conducted in accordance with generally accepted principles of research design and statistical analysis in order to produce valid and reliable information. The external review process will give priority attention to clinical conditions, public health areas or health service delivery issues which have the highest prevalence or incidence and which have the greatest potential for improving health outcomes. All studies will be conducted with a clear understanding of standards of care and will provide a baseline for future assessment to determine whether the interventions implemented actually improve the provision of care. All studies conducted must have clearly defined goals and/or standards for the provision of services. The studies will be identified based upon the epidemiology of the enrolled population and should, whenever possible, utilize practice guidelines or standards which represent the consensus of the medical community and/or evidence-based practice.

The focused studies may involve retrospective medical record reviews, data collection activities, review of administrative data systems, and analysis. The focused studies will center on specific clinical areas of interest which involve primary and preventive care, chronic care, acute care, behavioral health care and managed long-term care. Focused studies may also evaluate health service delivery issues such as coordination, continuity, access and availability of needed services.

The external review agent will develop a study design that defines the specific aim of the study, the stated goal(s), sample methodology, intended use of the data, type of data to be collected and the tools to be utilized in this process, the guidelines to be utilized, and the statistical tests to be performed on the data.

The most important aspect of conducting clinical studies and/or individual reviews is the opportunities that may be identified to improve the quality of care delivered to members enrolled in all types of MMC plans. The goal of this process is to obtain valid information that will enable the Department to make an assessment regarding the quality of care and collectively develop an effective process to improve the plans' performance in that defined area.

(1) Focused Clinical Study – MMC/CHP/HIV-SNP

It is expected that each Medicaid/CHP/HIV-SNP study necessitating medical record reviews could result in the review of up to 600 records across all plans. The contractor will conduct up to five (5) focused clinical studies during the contract period.

(2) Focused Clinical Study – MLTC/FIDA/FIDA-IID/DISCO

It is expected that each MLTC/FIDA/FIDA-IID/DISCO study necessitating medical record reviews could result in the review of up to 600 records across all plans. The contractor will conduct up to three (3) focused clinical studies during the contract period.

(3) Behavioral Health Focused Clinical Study – HARP

It is expected that each HARP study necessitating medical record reviews could result in the review of up to 200 records across all plans. The contractor will conduct up to two (2) focused clinical studies during the contract period.

The contractor must have and maintain adequate staff that is clinically competent and skilled in the process of reviewing and evaluating health care services provided to the Medicaid population specific to the type of study. Professional nurse reviewers should be utilized in the initial medical record review with a second level review by physicians (or psychologists) to provide an over-read for specific cases that are more complex than average or do not meet defined standards. The contractor must also have an appropriate process and the professional staff to develop standards or criteria for review and develop corresponding review tools. It is important to note that not all focused studies will involve the review of medical records.

Findings from clinical focused studies will be presented in a technical report. The contractor will prepare a data analysis plan outlining the report format, including table formats, for Department approval. The final report will include, but is not limited to an introduction, study questions/objectives, methodology (including sampling method), findings and conclusions and recommendations. The report narrative and tables should be presented in a clear and accurate format. Examples of previous focused clinical study reports are available on the Department's website at:

http://www.health.ny.gov/health_care/managed_care/reports/index.htm

Specific tasks for conducting a focused clinical study include:

- 1) Conduct conference call(s) to discuss proposal topics with Department staff.
- 2) Prepare study design for the topic selected by Department. Study design will include definition of study aim, measurement indicators, methodology (including definition of study population and sampling techniques), data collection, and data analysis and interpretation).
- 3) Prepare electronic data collection tool and instructions and submit to Department for review.
- 4) Train reviewers on data collection tool and instructions.
- 5) Submit requests to MCOs to provide data or medical records.
- 6) Prepare data analysis plan outlining approach to analysis and proposed table/chart displays and submit to Department for review.
- 7) Collect data and input to data collection tool.
- 8) Prepare draft report and submit to Department for review.
- 9) Incorporate Department comments and submit final report.
- 10) Present findings to plan medical and quality directors and send final report to plans.

i. Produce Annual Technical Report

On an annual basis, the contractor will prepare a compendium of plan-specific objective and descriptive data reflecting the CMS protocols for external review quality reports. (For further information reference 42 CFR Part 438.364 External Quality Review Results.) Data files included in this analysis are provided to the contractor by Department staff in the form of Microsoft Word or Excel tables. The contractor will compile a profile for each plan including a summary of plan strengths and weaknesses. Plans are required to respond to the contractor with a Plan of Correction to address each of the identified weaknesses. Individual plan reports and a statewide summary are prepared and include statewide benchmarks and trends over time. Reports are distributed to MMC plans, Department staff and to the New York City Department of Health and Mental Hygiene (NYCDOHMH). The most current External Quality Review Plan Technical Reports are available for viewing on the Department’s website at:

http://health.ny.gov/statistics/health_care/managed_care/plans/reports/index.htm

Technical reports will be prepared annually for MMC/CHP, HIV-SNP, MLTC (including FIDA), HARP, and DISCO plans. A full report will be prepared every three years and a briefer report will be prepared in the interim years.

(1) Full Technical Report – MMC/CHP and HIV-SNP

The content of a full report for Medicaid/CHP and HIV-SNP plans will include, when applicable: corporate profile, enrollment, provider network characteristics, utilization of services, quality performance and access measures, consumer satisfaction, access and availability rates, results from the Medicaid pay for performance Quality Incentive program, performance improvement project results, clinical study results, health disparities, health information technology, deficiencies and appeals, financial data and contractor findings of strengths and weaknesses. Full reports for Medicaid/Child Health Plus and HIV-SNP plans will be prepared in year 3 of the contract.

(2) Interim Technical Report – MMC/CHP and HIV-SNP

Interim reports will include at a minimum, updated enrollment and utilization, quality performance and access measures, Quality Incentive results, deficiencies and appeals and plan progress regarding strengths and opportunities from full report. Interim reports will be prepared in years 1, 2, 4 and 5.

(3) Full Technical Report – MLTC

Content of a full report for Managed Long-term Care plans will include, when available: corporate profile, enrollment, provider network characteristics, utilization of services, patient characteristics from the semi-annual assessment, consumer satisfaction, performance improvement project results, clinical studies, deficiencies and appeals, financial data and EQRO findings of strengths and weaknesses. The first full report for MLTC plans will be prepared in years 2 and 5 of the contract.

(4) Interim Technical Report – MLTC

Interim reports will include updated enrollment and utilization, enrollee characteristics, deficiencies and appeals and plan progress regarding strengths and opportunities from full report. Interim reports for MLTC will be prepared in years 1, 3, and 4.

(5) Full and Interim Technical Reports – HARPs and DISCOs

The contractor will work with the Department to develop technical reports based on program needs of HARPs and DISCOs, respectively, as these plans enroll members. It is expected that these reports will include the following, as available: corporate profile, enrollment, provider network characteristics, utilization of services, patient characteristics from the semi-annual assessment, consumer satisfaction or experience with care, performance improvement project results, clinical studies, deficiencies and appeals, financial data and EQRO findings of strengths and weaknesses. It is anticipated that the first technical report for these plans will be produced beginning in year 3 of the contract.

Specific tasks for the Annual External Quality Review Technical Reports include:

- 1) Work with the Department to determine report format and which data sets will be available for the full or interim reports.
- 2) Prepare report template - one for each plan and an all-plan summary including how data will be presented by table or chart.
- 3) Receive data files electronically from Department.
- 4) Populate report templates with data.
- 5) Calculate trends, ratios or other descriptive indicators.
- 6) Prepare report narratives.
- 7) Send draft reports to Department for review.
- 8) Prepare final reports.
- 9) Prepare and submit final reports to MCOs and Department.

2) Medicaid Utilization Review, Quality Improvement, & Patient Safety Program

During the course of the contract, the contractor will be required to implement a UR/QI program as specified in this RFP and to meet program goals, objectives, and responsibilities. This program will encompass utilization review activities and monitoring quality of care rendered to Medicaid beneficiaries treated in New York State hospitals and other Medicaid providers as specified by the Department.

a. Quality of Care Responsibilities

The contractor will be required to determine the relationship between quality of care concerns, deficiencies, and adverse patient outcomes, to determine the sources of quality concerns and

deficiencies, and to identify providers who are not meeting professional standards of care. When it is determined that unacceptable or poor quality of care is being provided to Medicaid beneficiaries, the contractor will perform the following:

- Report findings to the Department.
- Share quality of care findings with the provider(s).
- Obtain a plan of correction acceptable to the contractor from the provider(s) which addresses the quality of care concerns identified, except when the case is a reportable event through NYPORTS.
- Deny Medicaid reimbursement if appropriate.
- Refer to state surveillance agencies, such as the Office of the Medicaid Inspector General, if appropriate.

The contractor will conduct quality of care reviews for categories with the greatest potential for quality of care concerns as defined by the Department which may include: mortality, complications, or admissions after ambulatory or office-based surgical procedures. The contractor will develop standardized tools to assess other inpatient evidence-based quality measures as determined by the Department. The contractor will develop a system for addressing and reporting serious quality of care concerns not covered by the NYPORTS system and defined as quality of care concerns directly linked to an adverse event of sufficient magnitude to place a patient unnecessarily at risk for an adverse event.

Based on review findings which identify adverse patient outcomes and unnecessary risk for an adverse event (not covered by NYPORTS), the contractor will provide this information to Executive staff within the facility and providers for their corrective action where appropriate. The contractor will also follow-up with the facility to assure that the corrective action plan is implemented as required. Updates on these corrective activities will be reported to the Department on an ongoing basis.

b. Utilization Review Responsibilities

The contractor will be responsible for operating an effective utilization review (UR) system to ensure that services provided to Medicaid beneficiaries in acute care hospitals, and under the care of other medical providers, are medically necessary, appropriate, are provided at the most efficient level of care, and that the care is billed at the appropriate case payment rate. (See Attachment 13 for a list of acute care hospitals licensed in NYS.)

The review system will consist primarily of retrospective reviews of medical records selected by the contractor from the inpatient Medicaid paid claims file in accordance with general guidelines provided by the Department. Specific case selection criteria and the sampling methodology will be developed and implemented by the contractor. Historically, on-site reviews at each facility have taken place at least once per year, and for large facilities, more frequently. The State expects that the reviews of 25 or more medical records would take place onsite at the facility and that individual hospital sampling would be limited to between 250 to 275 records during any single audit. These limits may be modified at the direction and with the approval of the State.

The review system must include 3 levels of review in instances where findings are noted:

- initial claim adjustment or letter of potential concern

- final determination
- reconsideration

Claim adjustments regarding medical care issues must be issued by a physician. Physicians who conduct reconsiderations and/or appeals of denials or adjustments must be trained in the clinical area of concern and must be separate and distinct from physicians issuing preliminary or final denials. Preliminary denials, adjustments, or letters of potential concern regarding coding changes and coverage issues, not involving a medical care issue/decision, do not require a physician review. The final denial and any reconsiderations regarding coding or coverage issues not involving a medical decision must be endorsed and/or signed off by, and sent out under, the signature of the review agent's medical director.

The contractor shall provide reconsideration, as a result of its own medical necessity or appropriateness of care denial determination, upon request of a practitioner or provider. The contractor shall utilize a formal denial notice that is subject to approval by the Department. The reconsideration shall consist of a review of all medical and claims records pertinent to the case in question by a physician who is not associated with the original denial, nor responsible for the care of the patient, and is experienced in specialties that match the type of care under review.

The contractor shall be responsible for conducting the following types of quality of care screening reviews:

- The need for the admission
- The necessity and appropriateness of the surgical or diagnostic procedure.
- Cost outlier reviews
- Length of stay where appropriate
- Transfer between DRG and DRG-exempt units
- Admission and length of stay in exempt units of general hospitals and specialty hospitals
- Review of psychiatric stays
- Validation of present on admission (POA) coding, Medicaid's "never events", and potentially preventable complications (PPCs)
- Validation of hospital NYPORTS reporting and identification of underreporting of potential quality concerns not reported to NYPORTS

Validation of the DRG is required for all inpatient reviews paid under the Medicaid Utilization Review case payment system. The number of cases reviewed will be counted regardless of the number of reviews conducted on each case; i.e., if a mortality case is selected for DRG review, and a quality of care review is concurrently conducted on the case, it is counted as one case. All cases reviewed, including outlier reviews, will be screened for "never events" (as determined by Medicaid's list of events which may change over time).

The contractor shall have binding payment authority and responsibility for Medicaid services delivered in acute care hospitals and clinics and be authorized and responsible for denying or adjusting Medicaid payment for care determined to be medically unnecessary or inappropriate or billed at an inappropriate case payment rate. When a "never event" is identified in a case, the contractor will determine what care those events generated and what, if any, additional payments were made attributable to the event so that an appropriate payment adjustment can be made. The contractor shall take action against any provider who it has determined is providing inappropriate

or unnecessary care including but not limited to the identification and denial of inappropriate Medicaid billings, payment denials, and follow up to assure that such individual case denial information has been processed appropriately to the Department in a manner and format required by the Department to execute recoupment of reimbursement.

The contractor will maintain a database of the results of all reviews completed and demonstrate a capability to track the status of its activity on each case in progress. The contractor must maintain a database of all inpatient Medicaid payments from the start of and through the end of the contract period and provide the Department with ongoing reports regarding Medicaid utilization patterns.

c. Utilization Review Activities

1. Diagnosis-Related Group (DRG) Validation

The contractor shall perform DRG coding validations on all inpatient medical records of Medicaid recipients selected for both utilization review and quality of care activities. The case selection methodology shall target a sample of cases that have a high probability of miscoding for DRG review. The contractor will assure that diagnostic/procedure information regarding the patient is coded and reported by the hospital which is consistent with both the attending physician's description and information contained in the patient's medical record following generally acceptable coding guidelines. All coding review will follow the American Hospital Association (AHA) Coding Clinic guidelines.

2. New York Patient Occurrence Outcomes Reporting Tracking System Reviews (NYPORTS)

The contractor will conduct medical chart reviews to identify adverse events meeting NYPORTS reporting criteria, in an effort to assure maximum reporting by hospitals. NYPORTS is an electronic adverse event reporting system, implemented pursuant to New York State Public Health Law PHL Section 2805-1 (Adverse Event Reporting). PHL Section 2805-1 is intended to ensure patient safety through its adverse event reporting requirements. The reporting requirements are aligned with national adverse event reporting trends.

For NYPORTS purposes, an adverse event is defined as a consequence of care that results in an undesired outcome. Facilities are required to report adverse events within 24 hours, or one business day, of when the event occurred, or when the facility has reasonable cause to believe that such an adverse event has occurred. The report to the Department is electronically submitted in a standardized format specified by the Department. Facilities conduct investigations of the most serious adverse events, and submit an investigative report to the Department within a prescribed timeframe, in a format specified by the Department. Please see Attachment 14: "NYPORTS Reporting Guide" and Attachment 15: "NYPORTS Glossary" for more information.

3. Cost Outlier Reviews

The contractor will review Medicaid cost outlier reports provided by the Department to ensure that Medicaid services were medically necessary, appropriately billed, not duplicated, and actually rendered and ordered by a physician. Reviews must be completed within acceptable timeframes. All coding reviews will follow the AHA Coding Clinic Guidelines. The contractor must provide quarterly, hospital-specific, status reports to each hospital and the Department within 30 days of the end of the quarter. Structure and content of these quarterly reports will be

determined by the Department.

4. Two (2) Days Alternate Level Care (ALC) prior to discharge home

The contractor will be required to review, on a prepayment basis, all Medicaid ALC cases that remain on ALC longer than two days prior to discharge home. Hospitals not receiving this prepayment approval will face disallowance of ALC stays of greater than two days.

5. Discharge Notice Review

The contractor will operate a Discharge Review Program for Medicaid beneficiaries requesting an appeal of their discharge. The program must fulfill the following regulatory requirements (Abstracted from Title 10, Section 405.9 - Admission/discharge (Effective Date: 06/02/2010)):

If inpatient hospital service in a hospital is no longer medically necessary for a patient, other than a beneficiary of title XVIII of the Federal Social Security Act (Medicare), and an appropriate discharge plan has been established for such patient, at that time the hospital shall provide the patient or the appointed personal representative of the patient with a written discharge notice and a copy of the discharge plan.

A patient, or the appointed personal representative of the patient, who receives a written notice in accordance, may request a review by the appropriate review agent (an independent professional review agent) of the determinations set forth in such notice related to medical necessity of continued inpatient hospital service, the appropriateness of the discharge plan and the availability of required continuing health care services.

To be approved as an independent professional review agent (IPRA), the following approval criteria must be met:

- The review agent shall employ or otherwise secure the services of adequate medical personnel qualified to determine the necessity of continued inpatient hospital services and the appropriateness of hospital discharge plans
- The review agent shall demonstrate the ability to render review decisions in a timely manner
- The review agent shall agree to provide ready access by the commissioner and his/her designee to all data, records and information it collects and maintains concerning its review activities under this subdivision
- The review agent shall agree to provide to the commissioner and his/her designee such data, information and reports as the commissioner determines necessary to evaluate the review process provided pursuant to this subdivision
- The review agent shall provide assurances that review personnel shall not have a conflict of interest in conducting a discharge review for a patient based on hospital or professional affiliation
- The review agent meets such other performance and efficiency criteria regarding the conduct of reviews pursuant to this subdivision established by the commissioner

6. One Day Stay Reviews/Medical Necessity

The contractor will review a sample of diagnostic medical admissions among Medicaid recipients to ensure the appropriateness of the inpatient admission.

7. Transfers

The contractor will review samples of paired inpatient claims for Medicaid recipients who were transferred among two or more divisions (units) for contiguous dates of service within the same provider. The majority of these reviews are associated with paired claims between DRG and DRG-exempt units to determine if (1) the patient was transferred for medically necessary services, and (2) the claims were appropriately billed.

8. Random/Focused Review

The contractor will review a random sample of cases and compare these results to focused review findings in the same categories. These random sample cases may focus on hospitals with historically high denial rates to determine the basis for this trend.

9. Specialty Hospital/Exempt Unit Reviews

The contractor will review a sample of the admission and continued stay of Medicaid admissions to specialty hospitals and non-DRG units (psychiatric and medical rehabilitation units) of general hospitals in order to approve the admission, continued stay, and quality of care provided.

10. Mortality/Complications

The contractor will be required to review Medicaid cases related to mortalities and complications occurring during hospitalization to evaluate the quality of care provided to Medicaid beneficiaries. In addition, the contractor will be required to conduct full quality of care reviews on cases where the potential for quality of care concerns is the greatest and screen other review categories for quality of care issues. The bidder will be required to operate a cost-effective system for screening and reviewing medical records for quality of care concerns which meet the goals and objectives of the RFP. Please note that a NYPORTS review is also required for each of these cases.

11. Specialist Consultant Reviews

The contractor will be required to provide clinical consultant services to the Department upon request. These cases generally involve complex medical reviews sometimes requiring review by more than one physician specialist to support ongoing quality of care and surveillance programs. For example, upon request, the Department may require review of Durable Medical Equipment (DME) cases to determine medical necessity. This level of effort may be modified to address ongoing programmatic and public health needs and priority.

12. Per Diem Long Stay Reviews

The contractor will be required to conduct per diem long stay reviews for Medicaid recipients. When billing Medicaid for inpatient care, hospitals must ensure appropriateness of billing based on the level of care provided during the inpatient stay. Specialty hospitals and those hospitals with approved exempt unit status (as recognized by the Department), are considered “exempt” for reimbursement purposes for those services. These include inpatient psychiatric and physical medical rehabilitation services, as well as other specialty services, which are reimbursed at per diem (daily) rates for both acute-level and alternate level of care (ALC) services.

The selection criteria for per diem long stay claims focuses primarily on inpatient hospital claims for psychiatric and physical medical rehabilitation care, paid at a per diem (daily) rate for acute care services of at least 50 days or greater.

Review of per diem long stay claims includes utilization review for (1) medical necessity of the admission and (2) a per diem (day) review of the entire stay to confirm of appropriateness of billing (acute care or alternate level of care) based on the level of care being provided. If days with incorrect billing are identified, reimbursement for those days shall be denied. In addition, if a determination of one or more quality of care issue(s) can be made, this should also be included as part of the review.

13. Percutaneous Coronary Intervention (PCI) Reviews

The contractor will be required to conduct PCI reviews among Medicaid recipients. Effective July 1, 2013, New York State Medicaid Fee-for-Service (FFS) and Medicaid Managed Care (MMC) disallow payment for PCI for those patients without acute coronary syndromes or prior coronary artery bypass graft surgery who are in the “rarely appropriate” category for the procedure based on current professional society guidelines for elective PCI. The contractor will conduct reviews generated by appeals initiated by providers (FFS only) or audits required by the Department.

14. Maternal Mortality Reviews

The contractor will review all cases of maternal mortality identified by the Department, using a tool modified from the ACOG Safe-Motherhood Initiative which captures clinical and quality information regarding risk factors and patient management information. Maternal deaths are defined as the death of a woman while pregnant or within one year of the end of a pregnancy from causes related to, or aggravated by, the pregnancy or its management, but not from accidental or incidental causes. Chart review of each case is first done by a nurse to abstract key data and then a physician is required to make a determination as to whether acceptable standards of care were met.

15. Preterm Inductions/C-section Without Medical Necessity Appeals

The contractor will conduct physician level chart reviews by a licensed OB/GYN and render a decision. Effective July 1, 2013, Medicaid reduced payment for elective deliveries (C-section and induction of labor) for patients at 39 weeks or less gestation without an acceptable medical indication. Evidence suggests that infants delivered prior to 39 weeks have an increased chance of complications and double the mortality rate of newborns delivered at full term. Payment and coverage instructions have been distributed to providers which include a mechanism to appeal a denial of payment.

16. State Comptroller Review of Claims

The contractor will be required to annually review claims selected by the NYS State Comptroller’s Office (OSC) pursuant to an arrangement with the Department as part of OSC Audit 2010-S-30.

Inpatient records, including emergency room (ER) records, for UR activities will be selected by the contractor using inpatient and ER portions of the Medicaid Analytic Extract (MAE) file, which will be provided to the contractor on a routine basis (see Attachment 16: Medicaid Analytical Extract File Layout).

d. Workload Projections for Quality of Care and Utilization Reviews

Estimates of annual review volume provided here are based on the current volume of reviews. For more information about estimated volume projections over the term of the contract, please refer to

Attachment 17: UR Five Year Projected Review Allocations. Bidders should be aware that the projected review volumes provided are only estimates and are not a guarantee of future review volumes. The work scope or review volumes provided may be amended throughout the term of the contract to reflect changes in the Program and any unspent dollars allocated to utilization reviews may be reallocated to quality reviews.

1. DRG Coding: 79,300 annual reviews

Annual volume is approximately 40,000 cases selected for DRG validation only. In addition, the contractor will also review 39,300 specially focused DRG cases, based on the potential for miscoding and cost, to the Department for invalid coding information.

2. NYPORTS Reviews: 1,600 annual reviews

- **Code 915 MAT:** 400 annually

Maternal death or serious injury associated with labor or delivery while being cared for in a healthcare setting. This code is also intended to capture events occurring within 42 days post-delivery.

- **Code 913:** 400 annually

Unintended retention of a foreign object in a patient after surgery or other invasive procedure.

- **Code 911:** 400 annually

Surgery or other invasive procedure performed on the wrong site, side, patient, or a wrong surgical or other invasive procedure performed on a patient.

- **Code 915 RX:** 400 annually

Patient death or serious injury associated with a medication error.

3. Cost Outliers: 2,000 annual reviews

4. Two (2) Days Alternate Level Care (ALC) prior to discharge home: 200 annual reviews

5. Discharge Notice Review: 500 annual reviews

6. One Day Stay Reviews/Medical Necessity: 15,000 annual reviews

7. Transfers: 1,000 annual reviews

8. Random/Focused Review: 3,000 annual reviews

9. Specialty Hospital/Exempt Unit Reviews: 5,000 annual reviews

10. Mortality/Complications: 7,500 annual reviews

11. Specialist Consultant Reviews: 500 annual cases

12. Per Diem Long Stay Reviews: 500 annual reviews

13. PCI Reviews: 200 annual reviews

14. Maternal Mortality Reviews: 100 annual reviews

15. Preterm inductions/C-section Without Medical Necessity Appeals: 500 annual reviews

16. State Comptroller Review of Claims: 300 annual reviews

e. Quality Improvement

In accordance with Section 365-a (2) of the NY Social Services Law and 18NYCRR 504.3(a), the contractor will facilitate a program of continuous quality improvement for Medicaid beneficiaries treated in NYS hospitals and in outpatient settings. The contractor will conduct quality improvement activities as determined by the Department. For purposes of this RFP, the overall goal of quality improvement initiatives is to improve the quality and cost-effectiveness of care for all Medicaid enrollees. Examples of previous quality improvement activities have included programs focusing on asthma and diabetes, and support for Patient-Centered Medical Home recognition. Potential quality improvement topics may include, but are not limited to, increasing influenza vaccination compliance among health care workers, support and implementation of the Department's sepsis reporting initiative, and working with hospitals to facilitate adherence to stroke care guidelines.

As part of the utilization and quality of care review responsibilities described in the previous sections, the contractor will discern patterns of care that indicate areas in need of improvement and help to develop a strategy for implementation of improvement activities. These activities should include all types of Medicaid providers, as applicable. The contractor will also support collaboration between providers to improve the quality of care. Support for collaboration will include the sharing of both information and summary data between providers and the Department. The quality improvement programs supported in this contract will operate as a forum for providers to share best practices in improvement, strategies for implementing change, and data and results of internal improvement programs. The Department anticipates that up to two (2) webinars, conferences, or meetings will be scheduled annually in order for providers to share strategies and best practices, and to facilitate collaboration on improvement activities.

Specific tasks to support the Quality Improvement Program include:

- 1) Assess patterns of care available in records selected for review to discern areas where quality improvement activities are needed.
- 2) Work with the Department to develop a methodology to implement a quality improvement program. Methodological pieces should include a review of the selected topic, selected indicators, identification of the population of interest, sampling methods, data collection procedures, improvement strategies, data analysis methods and likelihood for improvement as applicable.
- 3) Share the improvement methodology with appropriate providers and managed care plans.
- 4) Conduct conference calls with each participating provider to discuss program progress and provide technical assistance if needed.
- 5) Facilitate collaboration among the providers through meetings, conference calls, workshops, and/or webinars.
- 6) Organize conferences, workshops or webinars to share results, strategies, and promising practices.

- 7) Develop tools and methods to assist the Department and providers in implementing sustainable improvement as appropriate.

3) AIDS Intervention Management Program (AIMS)

a. AIMS Quality of Care Reviews

General Responsibilities

At the direction of the Department, the contractor will conduct reviews in support of a quality of care program for all persons with HIV (all payers) at sites of care designated by the Department. This review process, which will be conducted in accordance with clinical practice guidelines established by the Department, will identify and monitor issues and concerns relative to the care and treatment provided to persons with HIV. Unless otherwise stated, the Department will be responsible for follow-up with providers for review results that indicate a need for improvement.

The contractor is authorized and responsible, in consultation with the Department, for denying payment for any care provided to a Medicaid patient determined to have resulted in serious patient harm. In addition, the contractor shall also be responsible for implementing sanctions or other appropriate actions. The contractor's work will involve services provided to the Medicaid population in at least 55% of cases reviewed.

Clinical review tools will be used to evaluate the quality of care rendered to persons with HIV treated at acute care, emergency departments, ambulatory, chronic care and prison health facilities in NYS. The contractor will, at the direction of the Department, develop, implement, and conduct retrospective reviews and report clinical review findings to the Department, and to individual facilities, as requested.

Indicators for the measurement of quality are defined on the eHIVQUAL website for adult and adolescent indicators: <https://www.ehivqual.org/>. The number of indicators applied for each review type may vary, and is determined by the Department's AIDS Institute. There may be as few as six indicators measured for a review type and as many as fifteen, with an average of ten.

The numbers of reviews projected annually for each review type are estimates based on historic utilization and expectations in the coming years. These figures could change from year to year and within a year. The focus should be on determining resources needed on average for a unit of service (i.e., one medical record, unless otherwise specified in the descriptions that follow).

Most quality reviews are conducted at established hospital-based and community clinic sites. In recent years, however, selected review sites were expanded to include private physician offices. Such reviews require that the contractor be prepared to invest additional support staff time and administrative activities to collect data about the private providers' HIV case loads and to coordinate locations and times for conduct of reviews. Private physicians who are participating providers for the HIV Special Needs Plans have been a regular component of the HIV-SNP quality reviews. Other potential private provider reviews would fall under the section below describing focused clinical studies.

The contractor is charged with conducting quality of care reviews to support quality improvement at acute, ambulatory, chronic care and prison sites throughout the state. This responsibility is defined to include the following:

- Development of an annual process to identify all adult, adolescent, and pediatric individuals receiving HIV services, including selected demographic and clinical data determined by the Department, in all provider facilities in the AIDS Institute quality program (currently referred to as the case list preparation process and is described in greater detail following these bullets);
- Development of clinical review tools, using indicators defined by the HIV QOC program, as directed by the Department; the tools used should include demographics for the purpose of doing matches across data bases as well as for longitudinal studies and other purposes;
- Generation of the computer logic necessary to maintain an ongoing database of review results, and to generate analytic and statistical reports in a format that can be transmitted electronically or as otherwise specified;
- Piloting of each new or revised review tool; and
- Implementation on an ongoing basis at sites of care (as appropriate).

Annual Case List Development and Preparation Project

On an annual basis, the contractor will implement a process by which every provider identified by the Department shall submit a spreadsheet of all adult and adolescent individuals receiving HIV services, including selected demographic and clinical data determined by the Department, to the contractor. The contractor is responsible for ensuring accuracy and completeness of the case list, following up with each provider on any incomplete submissions and any questionable data. The most recently developed case list consisted of 198 provider sites submitting data for 67,763 patients. In recent years the case lists have consisted of between twelve (12) and sixteen (16) data fields, including patient identifiers, basic demographics, and limited clinical data such as “Patient is on ARV.” The contractor would be expected to continue working with the provider sites until every case list is complete and as accurate as can be determined. The process, which should be described in the proposal, must meet HIPAA requirements and comply with the New York State HIV Confidentiality Law, Article 27F of the Public Health Law.

Additionally, the contractor will prepare standard reports, such as a case list summary by facility, payer distribution reports both statewide and by facility, and additional reports as requested by the Department, such as age and gender distributions.

The contractor must develop a database to house the case list data that can be used for planning reviews at facilities and conducting analyses at later dates as requested by the Department.

As requested, the contractor will be asked to transfer the case list data files to the Department or to an individual or organization designated to conduct advanced analytical studies that require this data.

Types of Quality of Care Reviews

Historically, reviews have fallen into the following categories:

1. Ambulatory Care Reviews

At the direction of the Department the contractor shall conduct quality reviews of care provided to persons with HIV/AIDS at hospital outpatient departments and at primary care provider sites. Each medical record selected for review requires the application of between six (6) and fifteen quality of care review tools as determined by the Department, with an average of ten. Since the implementation of eHIVQUAL, with facility-submitted quality data, the AIMS program has not included annual routine quality of care reviews at all facilities. These reviews continue to be conducted at sites that do not submit eHIVQUAL, at sites with identified issues, for selected validation of facility-submitted eHIVQUAL scores, and otherwise at the request of the Department. The volume of reviews is anticipated to increase over the contract period, ranging from a low of 1000 medical record reviews up to 7,250 medical record reviews annually. Refer to Attachment 18, Five Year Projected Review Allocations for estimates by contract year.

The contractor will be responsible for compiling and preparing reports from the data collected that describe the performance of each provider reviewed. Such reports will be submitted to the Department and, as requested, to the reviewed providers.

Follow-up on unsatisfactory areas of performance is the responsibility of Department staff and should not be included in the pricing of these reviews.

2. DOCCS and Other Prisons

Section 206 of the public health law was amended in 2009 to require Department of Health review of policies and practices in facilities operated by the Department of Corrections and Community Supervision (DOCCS) and in local correctional facilities regarding care provided to individuals with HIV, AIDS and hepatitis C infection. This legislatively mandated review of HIV and hepatitis C care in the prison systems was completed for the first time in 2013. The first two review years utilized indicators reflecting what was already in place in the DOCCS system. The DOCCS and local prison systems are required to apply the standards included in the eHIVQUAL indicators for quality of care reviews for care provided as of 2013 and thereafter. Each review year is completed at a different “hub” or regional grouping of prisons, and the number of patients involved varies based on the group of prisons selected. Because the prison population changes constantly, the contractor needs to anticipate a potential increase or decrease in the number of reviews planned for a given review year. These reviews apply up to ten eHIVQUAL indicators and involve up to 300 chart reviews annually.

3. Maternal-Pediatric Prevention and Care (MPPC)

At the direction of the Department, the contractor will conduct MPPC program reviews of care rendered to HIV positive mothers and their HIV exposed newborns to monitor services intended to prevent perinatal transmission of HIV. The NYSDOH Newborn Screening Program will provide case identification information to the contractor. The reviews span four levels of care with associated medical records: prenatal, perinatal, post-partum and pediatric care. It is the contractor’s responsibility to locate, track, and solicit charts applicable to each level of care for every identified newborn. Each medical record selected for review is reviewed using the tool designed for that level of care. The review tools for this type of review do not use the eHIVQUAL indicators. The tools are developed in collaboration with the Department to reflect current standards of care and to collect descriptive data on characteristics of and care provided to the individual cases reviewed. The contractor provides the review data results to the Department

for use in studies, reports, policy decisions, and program planning. Up to 600 cases are identified by the newborn screening program annually, which involves reviewing up to 2,400 medical records annually (four per identified newborn).

4. AIMS Focused Clinical Studies

Similar to the Focused Clinical Studies described in the EQRO component of this RFP, the AIMS Focused Clinical Studies will look at aspects of care and outcomes for individuals with HIV/AIDS, Hepatitis C, and/or Sexually Transmitted Diseases (STDs). The standards of performance required for these studies will mirror those of the EQRO component unless otherwise specified.

The contractor will work cooperatively with the Department during the five-year contract period in designing and conducting up to five (5) focused clinical studies. The specific tasks to be accomplished in a focused clinical study include determining study questions and quality indicators, study design and identification of the study population, medical record selection and review, data retrieval and verification, data analysis and reporting of findings. Interventions based on the focused clinical study findings will be conducted by Department staff.

The focused studies may involve retrospective medical record reviews, data collection activities, review of administrative data systems, and analysis. The focused studies will center on specific clinical areas of interest related to HIV/AIDS, Hepatitis C and/or STDs. Focused studies may also evaluate health service delivery issues such as coordination, continuity, access and availability of needed services.

The contractor, in collaboration with the Department, will define the specific aim of the study, the stated goal(s), sample methodology, intended use of the data, type of data to be collected and the tools and guidelines to be used, and the statistical tests to be performed on the data.

The purpose of all studies is to obtain valid information that will enable the Department to make an assessment regarding the quality of care and collectively develop an effective process to improve care in those areas.

Studies currently under discussion or recently implemented include:

a) Adolescent transitioning reviews

Adolescent transitioning reviews are currently under discussion. These reviews would examine aspects of care rendered over a twenty-four (24)-month period for adolescents transitioning from a pediatric/adolescent setting or program to an adult provider/setting, looking at a twenty-four (24) month period. Reviews are anticipated to be two-tiered, applying indicators at provider sites to both the records of care in the adolescent setting and records of care in the adult setting. Retention in care and at least one but up to ten selected other indicators, including viral load suppression and others to be determined by the Department in collaboration with the contractor, would be measured to study the experience of care before, during and after the transition, and the impact on outcomes. The contractor would be expected to participate actively in discussions related to the development and implementation of this review/study, contributing the expertise they bring to the contract. Up to 400 charts may be reviewed annually for this study.

b) Inpatient Care Reviews

In 2012, a new type of review was developed and implemented in conjunction with the inpatient utilization reviews. Review tools unique to this review were developed by the current contractor, looking at inpatient coordination of care – including identification of health home patients, HIV disease management, hepatitis C disease management, discharge and referrals. It is anticipated that this review/study type will evolve to include medication management and reconciliation (see description in next section), as well as questions related to the ascertainment of medical causes of readmissions and mortality. The contractor will collaborate with the AI and Quality Advisory Committee in the development of a rigorous design related to the causes of readmissions and mortality. A total of 7,000 chart reviews are planned for 2013-2014. With the anticipated decrease in numbers of inpatient utilization reviews, the contractor will work with the Department to adapt both the case finding and review processes to the changing health care environment, in order to maintain a minimum annual review of up to 3,500 inpatient medical records annually for this study.

Additionally, a second tier of review could be added, with the focus on transition from inpatient care to care in the community, looking at, minimally, retention, medications, and viral load suppression. This would require the contractor to identify the community provider for those patients who were included in the inpatient reviews and solicit the applicable medical records for review of post-inpatient care.

c) Inpatient Review of Medications and Medication Safety

The addition of a new review/study of the continuity of medications during transitions from community to acute care and upon discharge is currently under discussion. The review would examine medication availability through the continuation of existing medications without substitutions, disruptions in dosing frequency, accurate dosing, and possibly include patient understanding of medication side effects. This review may be incorporated into the Inpatient Care Reviews (described above) as plans for that study are developed and finalized.

d) Viral Load Suppression Study

Recent data shows approximately 14,000 HIV infected persons who are receiving care are failing to maintain viral load suppression. Viral load suppression is not only important for the health of infected individuals but, because persons with suppressed viral loads are less likely to infect partners, suppression is also important from a public health perspective. It is anticipated that a study to identify causes and a range of solutions to this issue may be pursued. The study for a population of this size would include reviews of up to 3,000 medical records annually beginning by the second year of the contract.

e) Health Homes

HIV infected individuals who are high utilizers of Medicaid-funded services may be assigned to Health Homes to better manage and coordinate their care. Health Home

development was initiated in 2012. The Department may require an assessment of the impact of Health Home participation by HIV-infected individuals on cost and outcomes of their care as a focused study. This study could include reviews of up to 1,000 medical records annually beginning by the second year of the contract.

5. Other Reviews

The Department, in consultation with the contractor, will evaluate and respond to emerging health care issues and develop methodologies for conducting reviews of these services as deemed appropriate. HIV care by providers who carry a low volume of patients with HIV are of particular concern. Reviews of care in these settings will require increased administrative effort by the contractor to identify and locate patients served in these settings, and to coordinate the review efforts with providers who have limited or no experience with external reviewers. Other examples may include but not be limited to: chronic diseases identified as prevalent in the aging HIV population; providers with consistently low performance on quality measures; longitudinal reviews of cohorts of patients or studies of quality of HIV care under various models of care; and HIV care provided to individuals assigned to a health home or other emerging entity. Other possible examples may include Emergency Departments, looking at linkage referrals for newly diagnosed HIV positive patients and post-exposure prophylaxis (PEP) and preventive prophylaxis (PreP). Such reviews may require the application of multiple quality-of-care review tools, either existing tools or tools developed collaboratively by the contractor and AI, specific to the needs of the review type. No specific reviews have been determined as of this RFP. Any review added from this category would require removal of another, comparable review.

b. AIMS Managed Care Responsibilities

The contractor will conduct quality and contract compliance reviews focusing on enrollees in managed care plans as follows:

1. Verification of HIV status and initial contract-required activities for HIV-SNP

Enrollment

The contractor will conduct administrative and medical record reviews to verify documentation of HIV status of HIV-SNP enrollees (Section 6.11 of the Medicaid managed care contract). The HIV-SNP capitation rates for HIV-SNP enrollees differ from the rates for traditional MMC, so monitoring verification of HIV status is essential for managing costs appropriately. Up to 100% of new HIV-SNP enrollee files may be reviewed, although sampling may be applied if the enrollment levels exceed available review resources.

Additionally, the MMC contract specifies activities HIV-SNPs are required to perform for new enrollees, including timely orientation of new enrollees, assignment of primary care provider (PCP) and assignment of a case manager. The specifics are available by accessing Section 10.34 of the Medicaid Managed care contract:

http://www.health.ny.gov/health_care/managed_care/docs/mc_medicare_managed_care_fhp_hiv-snp_model_contract.pdf. Approximately 400 enrollees' status and new enrollee activities documentation would be reviewed annually.

2. Coordination of Care for HIV-SNP Enrollees

The contractor will review HIV-SNP documentation of completion of contract-required activities related to coordination of care for new enrollees, specifically ensuring that a

comprehensive assessment is completed within required time frames and identified needs, specifically mental health, chemical dependence, and treatment adherence, become part of the care management plan. These requirements are spelled out in the MMC model contract, Section 10.34.

Additionally, the contractor will review HIV-SNP documentation of ongoing assessment of care management needs and efforts to find and re-engage enrollees who are lost to follow-up. The requirements are spelled out in the MMC model contract, Section 10.34. These reviews may incorporate looking at the HIV-SNP's collaboration and coordination with health homes to which HIV-SNP members may be assigned. This component is likely to evolve as health homes become more active players in the health care system in NYS.

In the most recent contract year, 1,000 enrollee records were reviewed for evidence of compliance with the contractual coordination of care requirements.

3. Quality of Care (QOC) Medical Record Reviews for HIV-SNP Enrollees

The contractor will conduct medical record reviews to assess quality of care provided to HIV-SNP enrollees. The complexity of the reviews will be comparable to Ambulatory Care Reviews. The contractor will apply existing clinical review tools and/or new or revised tools to measure performance of the plans' providers in a format that can be compared to the all-payer quality measurement system (currently eHIVQUAL) submitted by all providers. This review monitors standards of care and treatment provided to HIV-SNP enrollees as well as selected outcomes, and provides the HIV-SNPs with data they can use to initiate quality improvement activities with their providers. This review type will include up to 3,200 medical record reviews annually.

4. Other Reviews

The contractor will collaborate with the AIDS Institute and OQPS to develop and implement other types of reviews that may be requested to address evolving needs in the HIV-SNPs, as well as looking at care related to HIV, Hepatitis C and/or STDs provided to enrollees of other types of managed care plans. The complexity of such reviews will be comparable to the reviews done for Routine Ambulatory Care Reviews. None are planned as of the writing of this RFP, and any decision to add reviews would involve removal of another comparable review.

Results of all reviews are shared with the individual plans, which are responsible for correction of contract compliance issues and for following up with providers whose performance in any indicators is below established benchmarks.

c. AIMS Utilization Review Responsibilities

The contractor will be responsible for operating a cost-effective review system to assure that services provided to Medicaid beneficiaries with HIV or AIDS in acute care hospitals, ambulatory care facilities, and other settings designated by the Department are medically necessary, appropriate and are provided in an efficient manner and in accordance with standards set forth in Department Memoranda and regulations.

Much of the ambulatory care utilization review has been phased out as most Medicaid recipients have been transitioned to MMC plans. Some residual reviews may remain for the first year or two of the contract. One example could be Adult Day Health Care high utilizer billings, which could

involve as many as 50 charts containing an average of 300 claims each; each claim would be checked against the documentation to determine if the services met the criteria for billing. Another example would be Counseling and Testing Reviews, where claims are reviewed against required criteria for up to four claim types per chart. The last year reviewed was 2009 and involved 175 providers for 3,700 patients and looked at 4,694 claims.

Please refer to Attachment 18: Five Year Projected Review Allocations for determining volume on which bids should be made. Bidders should be aware that the projected review volumes provided are only estimates and are not a guarantee of future review volumes. The work scope or review volumes provided may be amended to reflect changes in the Program and any unspent dollars allocated to utilization reviews may be reallocated to quality reviews.

d. Quality Improvement Technical Assistance

At the discretion of the Department, the contractor may be requested to develop and implement technical assistance and/or training activities to enable providers to develop approaches to improve the quality of their care and to utilize data and data systems to improve quality. Participants may include providers, HIV Special Needs Plans, and others with a vested interest in or responsibility for quality of HIV care for a specified population. The format of the support would depend on the identified needs and could include group activities, individual support, development of support materials, webinars, etc. The pricing unit would be in hours, and could include up to 200 hours of effort annually by qualified individuals with expertise in quality improvement.

4) Special Studies and Improvement Projects

a. Sepsis Initiative

Effective May 1, 2013 NYSDOH Title 10 New York Codes Rules and Regulations (NYCRR) Sections 405.2 and 405.4 were amended to require that hospitals have in place evidence-based protocols for the early recognition and treatment of patients with severe sepsis and septic shock that are based on generally accepted standards of care. Consistent with these regulations, sepsis protocols are to be submitted to the Department by all Article 28 hospitals not later than September 3, 2013 and are to be implemented by hospitals no later than December 31, 2013. The Department is responsible for overseeing this statewide initiative to reduce inpatient sepsis mortality rates. The initiative requires the collection of clinical data from all hospitals in NYS to evaluate compliance with protocols using standardized measures and risk adjusted mortality (adults), and other relevant outcome measures for children. These data will be used for public reporting and for quality improvement activities.

The contractor will facilitate implementation of the Sepsis Initiative through the following activities:

- 1) Maintain current web based application for submission of new or revised protocols in PDF format.
- 2) Maintain web portal for the submission of patient-level data for measuring compliance with sepsis protocols.
- 3) Create, maintain, and update a database to evaluate risk-adjusted sepsis mortality. Reporting tools may require revision periodically throughout the contract period.
- 4) Train hospitals in protocol submission procedures. Trainings will be in webinar format and held up to 4 times a year.
- 5) Review of hospital protocols by nurses and physicians, including experts in emergency

care and critical care of adults and children, to evaluate adherence to clinical guidelines for sepsis management. All hospitals in NYS (220 as of September 2013) are subject to these periodic reviews which will be conducted semi-annually.

- 6) Validation of case reporting using the Statewide Planning and Research Cooperative System (SPARCS). Validation studies should be completed at least yearly.
- 7) Review of patient medical records to:
- 8) Assess hospital compliance with their adopted protocols including sepsis screening, time-based treatment goals, and staff training
- 9) Collect variables needed to conduct hospital-specific, risk-adjusted mortality and other metrics for purposes of evaluation and quality improvement. Bidders should anticipate completing up to 4,000 reviews per year. Quantity and frequency will ultimately be driven by hospital submission of clinical data and results of reporting validation studies using SPARCS data.
- 10) Analysis of clinical data submitted by facilities and collected in medical record reviews for evaluation and quality improvement

b. Hospital Profile, Nursing Home Profile, Home Health, and Hospice Profile

Since 2006, the Department has produced Hospital Profiles on the public website highlighting key quality measures and treatments for specific patient conditions in inpatient and outpatient settings. The Department also maintains a Nursing Home Profile website, and Home Health Care and Hospice Profile website which assists consumers select an appropriate long term care setting for their loved ones. The current Profiles are available on the Department's web site at the following locations: Hospital Profiles <http://hospitals.nyhealth.gov> ; Nursing Home Profiles <http://nursinghomes.nyhealth.gov/>; and Home Health Care and Hospice Profiles <http://homecare.nyhealth.gov/> .

The contractor will maintain the existing Hospital, Nursing Home, Home Health and Hospice Profile pages on the Department public web site for an interim period during which the contractor will develop, implement, and maintain an enhanced consumer friendly website that details generally accepted quality metrics. The enhanced website will be promoted as an easy to use, transparent mechanism to assure hospital, ambulatory and community-based and institutional long-term care data is provided in an accessible format. The enhanced website will be structured to provide detailed information on the above-noted provider types in NYS, including the quality of care they provide, and will allow manipulation of data by region, county, name or by alphabetical browsing. The contractor will be required to develop an advanced search page that allows consumers to search by geographical area, available care, State designation, or simply to list all providers and facilities in NYS. Finally, the website will be designed to expand to other providers, for example, adult care facilities and managed care plans.

Specific tasks for the maintenance of the existing profile pages include:

- 1) Maintain and update the profile pages, adding new measures as directed, in accordance with Department specifications and guidelines, as well as provide a consumer friendly website for nursing homes as defined in 42 USC § 1396a (a) (9) (D), as added by § 6103 (d) (2) (C) of the Affordable Care Act. Statement of Deficiencies and Plan of Corrections should be available for each provider type.
- 2) Provide adequate and necessary hardware, software and bandwidth to produce and display on-demand profiles via web browser.
- 3) Ensure all code and interfaces comply with relevant standards.

- 4) Maintain automated processes to update and maintain the currency of data, oversee updates and perform quality assurance on updates.
- 5) Provide appropriate bandwidth to ensure uptime and availability of services.

Specific tasks for the development of an enhanced website:

- 1) Research other state and national web sites and provide recommendations on best practices, including new requirements as defined in 42 USC § 1396a (a) (9) (D), as added by § 6103 (d) (2) (C) of the Affordable Care Act.
- 2) Develop the consumer level profile data format for the enhanced website, including architecture for any data sharing across applications, and potential need for future tablet or mobile application development.
- 3) Determine additional data sources, design elements, programming and metadata necessary for enhancements and ensure continuity of current website document storage.
- 4) Work with Department staff to assess and identify the universe of potential quality and safety measures and evaluate in terms of specific parameters such as timeliness, consistency with national measures, utility with respect to patient outcome; relation to admission and morbidity, mortality, etc.
- 5) Incorporate mapping / geo-coding for provider level maps and a quality grading system.
- 6) Manage ongoing projects for short cycle rapid development, including a frequent product review and consumer feedback mechanism.

c. Present on Admission Coding Validation

The contractor will support targeted validation of POA coding on the SPARCS inpatient discharge data set. Accurate POA reporting is critical to the calculation of accurate Patient Safety Indicators (PSI) and Potentially Preventable Complication (PPC) rates.

The SPARCS discharge dataset contains a POA indicator for up to 14 instances of secondary diagnosis codes. Validation is necessary at the facility level to assess completeness and accuracy according to five established criteria: 1) Percent of cases missing POA indicator when the secondary diagnoses are pre-existing; 2) Percent Uncertain; 3) High Percent POA; 4) Low Percent POA; and 5) Elective surgical cases, percent POA. Results of the validation will facilitate the establishment of compliance feedback reports and targeted interventions at the hospital level.

The standard benchmarks used in developing POA thresholds are from 3M™ Health Information Systems, and were last updated in 2011. Facilities are assigned either no flag, grey flag (low concern), or red flag (high concern) based on their placement relative to the specified threshold. Currently, for 2011 SPARCS data, 25 hospitals (11%) have either two gray or one red flag based on the five criteria and the data submitted to SPARCS. Most of the hospital errors fall under Criteria 3 and Criteria 4. There are only a few hospitals that are deficient in several criteria.

The contractor will be responsible for validation of hospital POA data submitted to the SPARCS system, including reconciliation of clinical records with SPARCS data and analysis of reporting systems in place at Article 28 facilities. This will be an annual or bi-annual validation study based on the accuracy and completeness of the POA data submitted to SPARCS. The POA indicators from Medicaid encounters submitted by managed care plans through the State's claims processing fiscal agent point to the hospitals that are deficient in reporting POA data in some way, but do not

define inadequacies or deficiencies in reporting systems at each hospital or make recommendations for improvement. An example of an issue with reporting systems may be barriers to documentation of inpatient diagnoses as being POA or not POA. The contractor, under the direction of Department staff, will be responsible for feedback reports and interventions, including data reconciliation with hospital clinical records.

Specific tasks related to POA coding validation include:

- 1) Determine a strategy for the facility audit, including problematic areas, and/or follow-up indicated by audit documentation submitted by the facilities.
- 2) Assist the Department in selecting facilities and/or critical areas for audit based on analysis of completeness and compliance reports.
- 3) Determine a sampling strategy to be used.
- 4) Develop a medical record review tool or survey to obtain information regarding internal and external factors in the data submission process and the role of external vendors or contractors.
- 5) Request medical records or conduct survey.
- 6) Prepare draft validation analysis plan and report and submit to Department for review and comment.
- 7) Prepare final validation report detailing findings.
- 8) Prepare letters to facilities and send electronically with final report.
- 9) Provide technical assistance to facilities to improve data completeness and reporting of POA indicators.

d. Quality Initiatives (QI) to Improve Stroke Care

The Department has designated stroke centers across NYS to improve access to high quality care for patients with a presumptive diagnosis of stroke. As of September, 2013, 118 facilities hold the stroke center designation, with three additional applications pending. Stroke designation is based on a “System of Care” model that fosters good communication between appropriate providers pre- and post-hospitalization.

The QI program aims to 1) increase the use and reporting of data collected from the State’s designated stroke center hospitals on indicators of stroke care, 2) develop both aggregate and hospital-specific reports on stroke outcomes using SPARCS, and 3) provide technical assistance to support both data quality and in-hospital stroke care program performance.

Hospitals participating in the stroke designation program are required to submit data annually, both for verification of compliance with the stroke center designation requirements and for performance measurement. Currently, hospitals submit data to the Department through a reporting tool available through the Department’s HCS. Required data includes 16 measures documenting compliance with the Designated Stroke Centers (DSCs) guidelines, 13 performance measures consistent with national standards described in the “Get with the Guidelines for Stroke” guidelines, and five time targets for emergency department interventions. See Attachment 19 for a list of the required measures.

The contractor will assist the Department in quality improvement efforts by processing the annual submissions, including collection and validation of data completeness and quality, as well as data analyses. Examination of outliers, yearly trends, strengths and opportunities for improvement for

the individual facilities and the program overall are desired. The contractor will assist the Department in its quality improvement efforts by providing training in performance improvement strategies for poor performing hospitals and will work with the Department to develop educational materials for providers involved in stroke care.

In support of the QI program, the contractor will conduct the following activities:

- 1) Process annual data submissions from DSCs, including compliance with DSC requirements to assure that criteria for designation continue to be met, and validation of data completeness and quality.
- 2) Perform analyses of performance measures each year, including trends and evaluation of strengths and opportunities.
- 3) Work with the Department to review and revise as necessary the monitoring tool used to assess annual hospital performance.
- 4) Assist the Department to provide performance improvement training for poor performers twice a year via webinar.
- 5) Develop educational materials to strengthen communication between EMS providers and triage/Emergency Department staff.
- 6) Develop educational materials to enhance communication between triage staff, emergency department staff(ED) and the Stroke team.
- 7) Develop materials for use by hospital staff that focus on the necessary elements to reduce time to treatment for ischemic stroke patients eligible for Tissue plasminogen activator (tPA).
- 8) Survey the capabilities of hospitals not designated as DSCs to administer tPA.
- 9) Submit recommendations to increase access to tPA in rural settings.
- 10) Develop an assessment tool to determine the adequacy of post-discharge “plans of care” regarding secondary prevention and acute/sub-acute rehabilitation services.
- 11) Conduct data re-abstraction at 39-45 hospitals. Re-abstraction of required data elements will follow guidance described by known data collection tool and may include some onsite work. The contractor will also be expected to develop a database that includes data entry fields for each of the required data elements should correspond with the naming conventions used by national data collection activities will include developing that database and overseeing data entry. The expected deliverable will be a clean, flat data file that includes information from each of the chart abstractions performed. The data fields should follow the naming convention used by the Get with the Guidelines (GWTG) Stroke and the Coverdell Program. A codebook should be provided to allow use of the dataset for data linkage and analysis by the NYSDOH.

e. Office Based Surgery

Office Based Surgery (OBS) is defined in Public Health Law (PHL) 230-d as any surgical or other invasive procedure performed by a physician, physician assistant, or specialist assistant, outside of a hospital, diagnostic and treatment center, ambulatory surgery center or other Article 28 facility in which greater than minimal sedation or local/topical anesthesia is utilized. Under PHL 230-d, all private medical practices performing OBS must attain and maintain accreditation and all physicians, physician assistants (PA), and specialist assistants (SA) must report specific adverse events occurring in relation to the performance of office-based surgery (OBS) to Department. Beginning February 2014, podiatrists privileged by the State Education Department to perform ankle surgery doing so in their private offices with more than minimal sedation or local/topical anesthesia must also become OBS accredited and report adverse events to the Department.

The Department has identified the following three accrediting organizations that private practices seeking to perform OBS must use to become accredited: The Joint Commission, the Accreditation Association for Ambulatory Health Care and the American Association for the Accreditation of Ambulatory Surgical Facilities. DOH has a collaborative agreement with each agency that is updated at least every three years and more often if needed. Elements of the agreement include receiving a monthly file of OBS accredited practices, submission of adverse event data, etc. As of September 2013 there were 998 accredited OBS practices in NYS. OBS practices are both single and multi-specialty with some overlap in the types of procedures performed in ambulatory surgery centers.

On a monthly basis, each accrediting agency submits a list of the OBS practices that they accredit. The submitted data is reviewed, cleaned, communication with accrediting agencies is carried out as needed and the information is prepared for posting to the OBS website. The Department uses practice information submitted by the accrediting agencies not only for posting to the website, but also to identify practices that are no longer accredited for OBS and sending them a letter reminding them they may not continue to perform OBS without accreditation. In addition, the Department has created an email list of accredited practices for use in communicating with practices. The Department meets with the accrediting agencies at least quarterly to address issues and upcoming programmatic changes.

OBS practitioners are required to submit adverse event reports (AER) to the DOH Patient Safety Center (PSC). The PSC receives AERs involving approximately 600 OBS encounters per year. Approximately 15-20% of AEs involve multiple reports, e.g. one from the proceduralist and one from the anesthesiologist for the same surgery. Upon receipt, all reports are processed, data entered, reviewed, coded and actions required are determined. Reports might be closed after first review or require additional information, processing and review. Data entry and report processing is currently complicated by the need to enter AER data into multiple databases.

Additional information is gained via a request for and review of medical records and written and/or verbal communication with OBS practices when necessary. Records are requested for approximately 75% of AER. Initial processing and data entry of reports takes approximately 20 minutes for administrative staff in the Department. Initial review, documentation, coding and disposition of AER generally take approximately 30 minutes for nursing staff in the Department. Subsequent review of AER associated medical records, documentation, coding, and disposition time varies significantly. In an uncomplicated case, this time is approximately 20 minutes; the more complex the case, the longer the time the clinical review takes. In some cases, medical record review can take as long as several hours. AER that raise questions or concerns about care may also be reviewed with OBS medical experts and/or the Department's physician staff. Time involved in these additional reviews varies tremendously. The contractor will assist the Department in processing, data entry, and review of AER.

The program is currently moving toward electronic reporting of AER by practitioners, with an anticipated implementation timeline of 2014. The addition of podiatrists as OBS providers, program efforts to increase AER reporting and electronic submission are expected to increase the number of AER received. Currently there is a backlog of older, closed AER cases that must also be data entered, summarized and coded. The contractor will assist the Department in the data entry, summary and coding of these cases.

Individual AER review and preliminary analysis of AER data have identified issues of concern, opportunities for improvement and need for further research. DOH staff members work with the OBS Advisory Committee and 2 quality improvement (QI) subcommittees. One QI committee is focused on opportunities for improvement related to gastrointestinal procedures; the other committee is focused on QI in relation to vascular access procedures primarily in patients with end stage renal disease.

In support of and to advance the work of the Department and Office-based Surgery Advisory and Quality Improvement Committees, the contractor will provide the following Core Services:

- 1) Initial review of incoming AER in order of priority and time of receipt. Initial reviews include documentation of coding, summarization and initial disposition reports. The current volume is approximately 600 AER per year.
- 2) Perform AER associated medical record reviews, including additions or revisions to documentation and coding as necessary. Current volume of record reviews is approximately 800-900 records per year.
- 3) Provide recommendations for case disposition and follow up on AER cases reviewed.
- 4) Review and enter summaries, actions taken, complications, and disposition information in closed OBS adverse event report cases from 2010 and 2011 in AER Review database. Up to 750 AER cases will be reviewed.
- 5) Participate in individual AER based communications and QI activities with practitioners and practices.
- 6) Work with program staff and assist with QI work of the OBS Advisory Committee and QI Subcommittees. Activities will include assistance with review of the literature; identification, development and implementation of plans of action; development of clinical guidelines and recommendations for OBS practice.
- 7) Assist with setting up conference calls and meetings, including travel support as necessary.
- 8) Facilitate submission of medical records to OBS program via secure file transfer.

f. Hospital Medical Home Demonstration

The Hospital-Medical Home (H-MH) project provides financial incentives to hospitals to transform primary care teaching programs at hospital and community sites. Goals of the project are: to improve the coordination, continuity, and quality of care for individuals receiving primary care in hospital inpatient departments operated by teaching hospitals, as well as other primary care settings used by teaching hospitals to train resident physicians; improve the training of future primary care physicians through expanded outpatient continuity, training in the patient-centered medical home, and participation in quality improvement activities

Hospitals participating in the initiative must participate in at least one outpatient care coordination project, two evidence-based inpatient quality and safety improvement projects, track and report on at least five standardized clinical performance metrics, measurably increase and enhance resident training in the outpatient primary care setting, and achieve certification by the National Committee for Quality Assurance as a patient-centered medical home (PPC®-PCMH™), a model to provide patients with improved access to high quality primary care services.

In support of this demonstration, the contractor will provide staff to assist the 63 hospitals and 160

sites in activities from all sections of the project work plans.

Activities will include:

- 1) Assist the DOH in the review of quarterly and annual reports submitted by each hospital and demonstration site for completeness, responsiveness, compliance, and general accuracy.
- 2) Review of reports prepared by the Department to summarize demonstration activities.
- 3) Consultation with and assistance to the Department with clinical issues and measure refinement.
- 4) Support and coordination of 1-2 webinars and 75-100 conference calls per quarter for reporting tool education, work plan clinical issues, questions regarding the work plan or overall program requirements, and periodic sharing of information.
- 5) Conduct 1-2 face to face meetings with HMH grantees over the course of the project.
- 6) Maintain and update the existing web-based reporting tool for quarterly and annual reporting by the demonstration sites. This will also include technical assistance to the demonstration sites and the Department, as well as providing data extractions to the Department following quarterly and annual reporting submissions.

Demonstration activities will continue throughout the funding period which is set to expire on December 31st, 2014. It is expected that review and reporting activities for the contractor will continue into the first quarter of 2015.

g. Practice-level Quality Measurement

The contractor will assist the Department in the advancement of practice-level performance measurement. The Department has several initiatives that provide the basis for practice-level measurement:

- Providers are eligible for incentive payments for calculating and submitting Meaningful Use (MU) measures. http://www.health.ny.gov/technology/meaningful_use_guidance. Participating providers have begun to submit MU measures which may be used to evaluate provider and practice-level performance.
- The Department currently provides financial incentives to FFS and MMC providers who are recognized by the National Committee for Quality Assurance (NCQA) as patient-centered medical homes (PCMH). http://www.health.ny.gov/health_care/medicaid/program/update/2009/2009-12spec.htm. Approximately 4,400 Medicaid practitioners in NYS are affiliated with practices recognized by NCQA as PCMHs. There are 950 PCMH practices participating in NYS Medicaid. Approximately 3.6 million Medicaid managed care recipients are assigned to PCMH primary care providers. QARR data submitted by the health plans can be used to evaluate the performance of PCMH and non-PCMH practices participating in Medicaid managed care.
- The Department has initiated the development of an all-payer claims data warehouse which will be another source of practice-level measurement for all payers.

In support of the provider-level measurement initiatives, the contractor will conduct the following activities:

- 1) Engage, at the direction of the Department, stakeholders in this initiative.
- 2) Convene meetings and conferences.
- 3) Assist in the attribution of providers into practices.
- 4) Assess current and future reporting requirements and data sources for use in performance measurement. Make recommendations for changes.
- 5) Develop the infrastructure for practice reporting using available and potential data sources.
- 6) Assist in the collection, validation and evaluation of results.

h. Prenatal Care Provider Quality Improvement Program

In 2011, the Department conducted a focused study of Medicaid Managed Care (MMC) and Medicaid Fee for Service (FFS) members who delivered a live birth in 2009, to assess practitioners' baseline compliance with the newly-enacted Medicaid Prenatal Care Standards. Preliminary study results identified several areas with opportunity for improvement: risk assessment, reassessment and follow-up of identified risk; management of comorbid conditions; coordination of care; nutritional assessment and counseling (including lactation support); postpartum visit content; and health education. Recommendations for ongoing evaluation and improvement also included those areas with the strongest evidence base for association with improved birth outcomes, for example tobacco cessation, appropriate weight gain, asymptomatic bacteriuria and Group B strep testing.

In response to this focused study, the Department developed a practitioner self-evaluation tool that was tested in selected high-volume practices. The purposes of the tool are to evaluate adherence to the NYSDOH Medicaid Prenatal Care Standards and inform improvement initiatives for state, health plans, clinicians, and health care organizations. Elements evaluated in the record abstraction tool include:

1. Demographics
2. Comorbidities
3. Risk assessment / Identification/ Re-assessment (1st and 3rd trimesters)
 - Tobacco (environmental exposure)
 - Alcohol/drug use
 - Depression (use of scales)
 - Domestic violence
 - Nutrition
 - Nutrition and exercise habits
 - Body Mass Index
 - Appropriate weight gain based on BMI
 - Oral health
 - Medical and obstetric risk
 - Obesity
 - Hypertensive disorders
 - Diabetes
 - Prior preterm birth
4. Management of identified risk
 - Counseling
 - Referrals
 - Medication management (e.g., 17 OH progesterone for prior preterm)

- Care coordination
5. Prenatal services
 - Urine culture
 - Group B strep
 - Diabetes screening
 - Health Education (e.g. Breast Feeding)
 6. Postpartum visit
 - Risk assessment
 - Follow-up of previously identified risk

The existing tool is accessed via a secure, web-based portal. Participating providers are provided with a username and password to access the tool which is pre-populated by the Department with a random sample of patients for review. In support of this project, the contractor will continue to host the existing web-based reporting tool. This will include maintenance of the tool and technical assistance to providers and DOH staff as needed. It is anticipated that additional providers will be added to the review panel on a quarterly basis, and as a consequence, the contractor will need to provide webinar training for new users accordingly. It may be determined that site visits to select practices for medical record reviews are necessary to fully measure provider compliance with the 2009 standards. This is projected to involve no more than 50 visits each contract year. This project is expected to continue through the contract period.

In support of the prenatal care provider quality improvement program, the contractor will conduct the following activities:

- 1) Maintain and update the Provider Reporting Tool, including revisions to the review elements as directed by the Department and capacity to track and benchmark performance over time, by practice, for quality improvement efforts. This work will be done using external expert input as appropriate and directed by the Department.
- 2) Upload selected patient records for provider review and provider usernames and passwords for selected providers to access site.
- 3) Prepare and host training webinars to educate users accessing the tool. Up to four (4) annual webinars will be prepared to train new users.
- 4) Provide technical assistance to providers accessing the tool and technical and analytic assistance to the Department as needed.
- 5) Prepare and implement up to fifty (50) site visits per year to selected providers in order to evaluate patient prenatal records to validate adherence to Medicaid Prenatal Care Standards.

5) Consultant Review Services

The contractor will provide the Department with consultant services for the review of care provided to Medicaid enrollees, medical services provided in Article 28 facilities, as well as conduct special studies and projects, and provide physician and medical consultant services to the Department as required to support the Department's overall quality of care and surveillance responsibilities. Examples of reviews to be conducted may include review of appropriate hospital billing to MMC plans, review of complaints filed by Medicaid managed care enrollees to the Department that require a clinical record review, additional database validations, development of clinical standards/guidelines, other technical assistance, trainings or conferences.

The contractor will also provide, upon request, consultant services to support and evaluate Medicaid program audits and reviews of services paid for under the program, including but not limited to, Durable Medical Equipment, Dental Services, Clinic Services, and other types of services as required by the Department.

For example, when a complaint is filed alleging that the clinical criteria used by the MCO to determine medical necessity of a service or treatment is inconsistent with national standards and/or acceptable medical practice, the Department may collect documentation of the clinical criteria and policies for authorization and request contractor review. The contractor must assess the potential for conflict of interest with other contracted responsibilities, e.g., as an independent external appeal agent, prior to accepting the case in question. If accepted, the contractor will review the criteria to determine the extent, if any, the criteria deviates from national standards and/or acceptable medical practice, recognizing that an MCO is not required to accept or account for all theories or protocols of treatment, but may for quality purposes align their criteria with a particular acceptable standard of care or treatment protocol. The bidder should anticipate up to 5 case reviews of this type per year.

The Department requires MCOs to adopt clinical standards consistent with current standards of care and in compliance with recommendations of professional specialty groups. The Department has further developed standards/guidelines that apply to the Medicaid population including clinical standards for adult, adolescent and HIV pediatric care, statewide asthma care guidelines and prenatal care standards. The contractor will provide consultation when new guidelines need to be developed. Work activities required for the contractor could also include assistance in the execution of research activities including technical and programmatic support, researching clinical literature for evidence-based current standards of care and recommendations of professional specialty groups, facilitating collaborative meetings/conference calls with an invited clinical expert advisory panel, preparing draft and final guidelines and disseminating guidelines to relevant provider groups in NYS.

At the time of this RFP, all future work has not been determined; however, additional work may be required by the Department as it relates to: bioterrorism issues; general chronic disease conditions affecting public health; natural disasters, infectious disease outbreaks, as well as providing expert medical testimony in judicial proceedings (for example, Medicaid fair hearings) resulting from review determinations and outlier Medicaid reviews involving special projects or topics. The bidder should understand that any unanticipated work will necessitate reductions in other parts of the work plan and as such, will not result in a change to the total contract award.

V. DATA MANAGEMENT AND REPORTING RESPONSIBILITIES

The contractor must maintain computer and data collection system(s), including hardware and software used for each project area and employ staff for information system support, programming, and online support. The system must be able to support required tasks related to case selection, reporting, medical record retrieval (including the use of electronic health records), profiling, and analysis as described in this RFP and attachments. The system must maintain the ability to accept data files in a variety of formats from providers and field staff.

The contractor's data processing system must provide for data backup and recovery. Disaster planning for off-site secure storage of files and a plan for offsite operation in case of a building disaster is required.

It is expected that the system will operate primarily using administrative data from the Department, such as Medicaid billing and encounter systems, and the results of the contractor's review determinations. In order to access Medicaid client data, a Data Exchange Application and Agreement (DEAA) with the Department will be required. Medicaid claims will likely compose the universe from which samples of cases are selected.

In order to maintain data security, the contractor's data processing system should incorporate:

- Staff training
- Protection of the individual's privacy, including compliance with HIPAA requirements
- Physical security
- Screening process for employees
- Passwords

The contractor will be required to provide reports to the Department on its activities, including reports that involve the denial of Medicaid reimbursement, as outlined in the scope of work, and also to document for payment of services. The contractor agrees to participate in the following monitoring and reporting responsibilities within negotiated timeframes:

- a) Collect, organize, and manage data to provide information resources sufficient to operate, manage, and monitor a statewide initiative as set forth in the RFP.
- b) Prepare management reports and information which present the information and reports specified in the bidder's work plan.
- c) Prepare and submit monthly, quarterly, and/or annual reports as required by the Department, summarizing all core service activities and deliverables completed during the unit of time, as defined within the scope of work. Annual reports should, unless otherwise specified, include:
 - Executive Summary
 - Overview and Objectives
 - Intervention Strategies (methods and criteria)
 - Outcomes (beneficiary and provider outcomes) including clinical performance measures, return on investment (ROI), and qualitative analysis of the program
 - Data Collection Tools
 - Resource Materials / Contacts
 - Conclusions and Recommendations

Annual Reports are due to the Department no later than thirty (30) calendar days following the close of the reporting period.

- d) Prepare and submit quarterly and annual hospital-specific analyses of quality of care reviews (in a format approved by the Department) using statewide comparisons and/or trends over time. These reports will highlight facility activities in selected areas of quality review including, but not limited to technical denial information and identified possible interventions for improvement.
- e) Participate in regularly scheduled conference calls with lead Department staff to review expenditures and progress of the contractor's responsibilities for the period.
- f) Attend up to four face-to-face meetings in Albany, NY to review findings and report on operations.

- g) Conduct oral presentation of study findings and results to MCOs through webinars, conference calls and in-person as required.
- h) Establish selection criteria for home-based retrospective utilization review request records from the provider for UR activities.
- i) Select review samples based on predetermined case selection criteria
- j) Profile Medicaid utilization practices to identify unusual patterns of care
- k) Generate medical record review work sheets and other documents related to the review sample
- l) Track completion of sample case reviews and other deliverables
- m) Provide the Department and providers with information including:
 - Profiles of quality of care concerns from medical record reviews
 - Quality Improvement Project results as defined in **Section IV.C.2.(e)**
- n) Analyze denial activities, DRG changes, etc. obtained from case review findings
- o) Analyze and report changes in Medicaid utilization patterns
- p) Void and adjust Medicaid claims to reflect UR/QI determinations
- q) Conduct risk assessments and predictive modeling as needed
- r) Identify categories of services/providers that exhibit variations in patient outcomes, lengths of stay, UR denials, etc., that may be of concern either with an individual provider, a region of the State, or on a statewide basis.

The Department reserves the right to request statewide, regional, or provider-specific findings and information at any time, as needed to meet management information needs. All reports shall be provided in an electronic format acceptable to the Department.

VI. STAFFING REQUIREMENTS

The contractor must ensure that each project is adequately staffed with experienced, knowledgeable personnel who can meet all responsibilities outlined in this RFP. Given the scope of services and complexity of the Medicaid program in NYS, it is essential that adequate supervisory staff, in terms of experience and number, is in place to manage the deliverables described in this RFP.

Clinical staff, including physicians and nurses, are needed to provide many of the functions required in this contract, such as medical record reviews, development of medical record abstraction tools, analysis of clinical standards and guidelines, conducting focused clinical studies, clinical data validation, PIP validation and preparation of reports and presentations. Bidder organizations must be composed of, or have available, the services of licensed doctors of medicine, osteopathy, and other health care professionals with the experience and training necessary to conduct the required review activities including staff with demonstrated experience and knowledge of Medicaid benefits, policies, data systems and processes, managed care delivery systems, quality assessment and improvement methods, and expertise in research and study design.

Knowledge and experience in primary care (family practice, internal medicine, pediatrics, obstetrics/gynecology and/or public health) is required. Other staff qualifications should include expertise in data analysis, computer programming, statistical analysis, survey design and administration, technical report writing, information technology, and the ability to organize and/or conduct quality improvement trainings and conferences. Clinical staff must hold a current and valid license to practice in their profession. Physicians and registered nurses involved in the QI projects must be experienced in conducting evidence-based quality improvement studies.

The contractor will be responsible for any training required for physician and non-physician reviewer staff in understanding the following:

- The Department's review system including the Department's goals and objectives for conducting utilization review
- Department regulations, policies, and procedures regarding Medicaid coverage for hospital, clinic, home health care, and primary care
- How to conduct medical record reviews and how to abstract information necessary to make a determination from the medical record, including DRG coding
- How to prepare a case decision abstract
- How to incorporate guidelines and standard practices into review activities
- How to perform internal quality control monitoring and training to ensure accuracy and consistency in conducting medical reviews
- How to conduct evidence-based quality improvement projects

The contractor must also ensure that adequate staff is available and trained to conduct research and data analysis. The contractor will have or will hire staff in sufficient numbers and possessing technical skills to accommodate the needs of the program including staff skilled in research and study design, data analysis, computer programming, information technology and development of web-based tools, statistical analysis, survey design and administration, technical report writing, and ability to organize and/or conduct quality improvement trainings and conferences.

The qualified organization can sub-contract with other organizations to perform activities described in this RFP. All sub-contractors must be approved by Department.

The contractor must provide the Department, within 30 days of the start date and annually thereafter, with an updated NYS project organizational chart, depicting each functional unit of the organization and relationships with major subcontractors. The names of management personnel must be shown on the organizational chart. Job descriptions and résumés of all key staff, minimally the statewide coordinator and project directors, must also be provided to the Department within 30 days of the start date and upon any change once a contract is in place.

VII. PROPOSAL REQUIREMENTS

A. Overview

This section provides the content requirements for technical and cost proposals prepared by bidders in response to this RFP. Bidders are responsible for carefully reading the RFP and responding to all requests for information. Proposals that fail to conform to the specified format, as well as those that do not include all required information, may be considered non-responsive, at the Department's sole discretion. As a result, the Department may reject such proposals.

Proposals should be direct, clear and concise. *The bidder must submit separate Technical and Cost proposals.*

The details of overall procurement administration, including the requirements for packaging and submitting proposals are addressed in **Section VIII - Administrative.**

B. Technical Proposal

No cost information can be included in the Technical Proposal.

Bidders are to develop and include in their proposal, a plan for implementing the review activities and data responsibilities set forth in **Section IV. Project Specifications – Scope of Work**. The proposal must address all aspects of the Scope of Work and reflect an understanding of the scope and purpose of the Department's review activities and of the need for the various tasks required under the contract.

The Technical Proposal should include the following:

- 1) Transmittal Form
- 2) Table of Contents
- 3) Corporate Experience
- 4) Proposed Approach
- 5) Transfer of Services Plan
- 6) Vendor Responsibility Attestation (Attachment 4)

Transmittal Form

The transmittal form must be submitted by the bidder proposing to be the prime contractor and must be signed by an individual legally authorized to represent the bidder organization. It will be evaluated as part of the Compliance Evaluation screening. Failure to include the Transmittal Form may result in disqualification of the bidder's proposal. The transmittal form is provided in Attachment 1 and the bidder should include the following:

- a) Bidder's complete name and address
- b) Legal structure of the entity submitting the offer
- c) NYS Vendor ID number and DUNS number, if applicable
- d) Name, mailing address, email address, fax number and telephone number for both the authorized signatory and the person the Department should contact regarding the proposal
- e) Statement that the bidder is designated by the Center for Medicaid and Medicare Services (CMS) as a Medicare Quality Improvement Organization (QIO) or on the list of QIO-like organizations as of the date of the RFP issuance.
- f) Statement that the bidder has either:
 - (1) Included a disclosure of any potential conflict of interest, including but not limited to: all business, financial or beneficial relationships, or interests in any affiliation or contractual relationship with, any health care provider, health insurer, its affiliates, its subsidiaries, or its parent. In cases where such a relationship(s) and/or interest(s) exists, the bidder must describe how an actual or potential conflict of interest and/or disclosure of confidential information relating to an award under this contract will be avoided, and the bidder guarantees knowledge and full compliance with the NYS Public Officers' Law, as amended,

including but not limited to Sections 73 and 74, with regard to ethical standards applicable to State employees

OR

(2) Has no conflict(s) of interest

- g) Statement that the bidder does/does not propose to utilize the services of a subcontractor(s). If the proposal includes the services of a subcontractor(s), the bidder should include, in an appendix to the Transmittal Form, a subcontractor summary for each subcontractor, including:
- (1) Complete name of the subcontractor
 - (2) Complete address of the subcontractor
 - (3) A general description of the type and scope of work the subcontractor will be performing
 - (4) Percentage of work the subcontractor will be providing
 - (5) A statement confirming that the subcontractor is prepared, if requested by the Department, to present evidence of legal authority to do business in NYS, subject to the sole satisfaction of the Department
- h) Bidder attestations:

By signing the Transmittal Form, bidder certifies that it:

- (1) Accepts the contract terms and conditions contained in this RFP including any exhibits and attachments
- (2) Has received and acknowledged all Department amendments to the RFP, as may be amended
- (3) Is prepared, if requested by the Department, to present evidence of legal authority to do business in NYS, subject to the sole satisfaction of the Department
- (4) (i) Does not qualify its proposal, or include any exceptions from the RFP and (ii) acknowledges that should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the Department; and
- (5) Certifies the proposal will remain valid for a minimum of 365 calendar days from the closing date for submission of proposals.

Table of Contents

The Technical Proposal shall contain a Table of Contents that includes the beginning page numbers for each subsection of the Technical Proposal.

Corporate Experience

The proposal should describe the bidder's experience in conducting the activities set forth in **Section IV. Project Specifications – Scope of Work**, to demonstrate the organization's ability to accomplish the goals and objectives of the RFP. Any applicable experience can be included, but bidders must include descriptions of relevant activities within the last five years. The bidder is required to provide a list of contracts within the last two (2) years from the date of the release of this RFP, which relate to the activities in this RFP and include contact person(s) name and

phone numbers regarding these contracts, dates and scope of efforts.

Proposed Approach

The bidder's proposed approach should address and respond to each of the components described in **Section IV.C. Project Specifications – Scope of Work, Contractor Services and Workload Projections; Section V. Data Management and Reporting Responsibilities;** and **Section VI. Staffing Requirements**, following the requirements listed below.

The proposed approach should explain in detail the bidder's specific plan for managing and performing the required tasks and activities for each of the project areas described therein. As appropriate, the proposed approach should thoroughly describe how the bidder's past experiences and lessons learned will be applied to the projects outlined in this RFP.

Bidders proposing to procure the services of subcontractors should also demonstrate the experience and expertise of each entity, and describe how work will be coordinated and managed by the bidder. A lack of detail in responses will not be evaluated favorably, such as proposals that merely offer to conduct the work required under this RFP in accordance with the scope of work.

The proposed approach will be evaluated to determine the appropriateness and reasonableness of the bidder's plan for meeting the goals and responsibilities described in the RFP. The proposed approach will become the successful bidder's work plan upon implementation of the contract. If necessary, the Department may request minor modifications to the Contractor's work plans prior to the start of and/or during the contract to ensure that all project requirements are fully being met.

Required components for each bidder's proposed approach are listed below under the applicable program or topic area. The proposed approach should be structured and numbered accordingly.

Three-Month Start-up Plan

Provide a detailed three-month start-up plan and include all activities to be undertaken to implement the review system within 90 days of OSC contract approval. The plan should include notifying providers, hiring staff and establishing an office in New York State.

Conducting Activities Set Forth in RFP

1) External Quality Review Activities

For each External Quality Review activity described, the bidder's proposed approach should include:

- a. Comprehensive external quality review work plan(s) and timeline(s) that clearly describe and illustrate the duration required to complete each activity
- b. A plan for collecting and maintaining data
- c. A plan for checking and analyzing results
- d. A plan for summarizing and reporting the information

2) Medicaid Utilization Review, Quality Improvement, & Patient Safety Program

The bidder's proposed approach should include a plan to:

- a. Develop and implement a cost effective quality of care review system which identifies and categorizes quality of care concerns by service type, type of deficiency, provider, and severity level
- b. Conduct analyses
- c. Report quality of care findings in a uniform manner which can be used by providers, the contractor, and the Department in developing effective intervention strategies
- d. Identify opportunities for improvement and support collaboration between providers to improve the quality of care

For each utilization review activity described, the bidder's proposed approach should include:

- a. A plan to implement a successful utilization review system that ensures services provided to Medicaid beneficiaries in acute care hospitals and under the care of medical providers are medically necessary, appropriate, efficient, and billed at the appropriate case payment rate
- b. A methodology for case selection
- c. Procedures for reviews including
 - i. anticipated frequency
 - ii. location of reviews
 - iii. rationale for, and impact of, this approach
- d. A plan for initial denial or letter of potential concern, final determination, and reconsideration
- e. Demonstration of successful experience in operating utilization review systems relevant to the review activity

3) *AIDS Intervention Management Program (AIMS)*

Quality of Care Reviews

For all quality of care reviews and projects described, the bidder's proposed approach should include:

- a. A plan to develop an annual process to identify all adult, adolescent, and pediatric individuals receiving HIV services, including selected demographic and clinical data determined by the department, in all provider facilities in the AIDS Institute quality program
- b. A plan to develop clinical review tools, using indicators defined by the HIV QOC program, as directed by the Department
- c. A plan to generate the computer logic necessary to maintain an ongoing database of review results, and to generate analytic and statistical reports in a format that can be transmitted electronically or as otherwise specified;
- d. A plan to pilot each new or revised review tool
- e. A plan for implementation on an ongoing basis at sites of care
- f. A plan to compile and generate reports from data collected

Focused Clinical Studies

For each quality of care review focused clinical study, the bidder's proposed approach should include a plan to develop a study design that defines the specific aim of the study, the stated goal(s), sample methodology, intended use of the data, type of data to be collected and the tools to be utilized in this process, the guidelines to be utilized, and the statistical tests to be performed on the data.

Managed Care (HIV-SNP) Quality and Contract Compliance

For each managed care (HIV-SNP) quality and contract compliance review type, the bidder's proposed approach should include a plan to conduct administrative and medical record reviews within HIV-SNPs to ensure compliance described in the Medicaid managed care model contract, Section 10.34.

AIMS Utilization Reviews

For AIMS utilization reviews, the bidder's proposed approach should describe a plan for operating a cost effective review system to assure services provided to Medicaid beneficiaries with HIV AIDS in acute care hospitals, ambulatory care facilities, and other settings designated by the Department are medically necessary, appropriate, and are provided in an efficient manner in accordance with standards set forth in Department Memoranda and regulations.

AIMS Quality Improvement and Technical Assistance

For quality improvement and technical assistance responsibilities described, the bidder's proposed approach should include examples of how technical assistance and trainings could be conducted to enable providers to develop approaches to improve the quality of their care and to utilize data and data systems to drive quality improvement

4) *Special Studies and Improvement Projects*

For each special study, the bidder's proposed approach should outline a strategy to fulfill study requirements and complete each individual task described as a deliverable within the scope of work. Independent plans should be submitted for each study/improvement project and should sequentially address each task described.

5) *Consultant Review Services*

The bidder's proposed approach should describe the bidder's commitment to fulfill responsibilities described within the scope of work. Reference should be made to the provided examples of consultant review service work. The bidder should also describe flexibility to respond to unanticipated work.

6) *Data Management and Reporting*

The bidder's proposed approach should describe:

- a. Proposed computer and data collection system(s)
- b. A plan for backup, recovery, and disaster planning
- c. A detailed description of their plan for administering the data requirements of the RFP including a plan for power outages, viruses, etc.
- d. A plan for completing the monitoring and reporting responsibilities defined in **Section V. Data Management and Reporting Responsibilities.**
- e. Arrangements for safeguarding confidential data

7) *Staffing*

The bidder's proposed approach should include:

- a. A plan for staffing that adequately meets the requirements described in **Section VI. Staffing Requirements.** This plan should include detailed information regarding staffing numbers and teams to accomplish the projected workload. The proposal should include a proposed organizational chart.

- b. A brief description of each of the staff positions that would be supported by this contract (Attachment 6). Position descriptions should not include salary level or other employee cost information. Describe the duties and tasks each position will perform.
- c. Qualifications of staff responsible for conducting all aspects of the RFP including educational background, specialized training, professional experience, and special qualifications. At minimum, qualifications of the statewide coordinator, the project directors, team leaders, clinical staff, onsite audit/surveillance team, research analysts, and data staff should be described
- d. How the personnel will be utilized for the project and the percentage of time they will devote to this contract
- e. An approach for recruitment
- f. A plan for training physicians and non-physician reviewers
- g. A plan for credentialing physician and non-physician review staff, including all medical record review staff
- h. Description of the experience and special qualifications of consultants to be involved in the contract as well as those of any proposed experienced subcontractor
- i. Description of where operations will be located, how and from where staff will be deployed to conduct statewide activities, and locations where the bidder will carry out the activities and responsibilities associated with implementing this RFP

Transition Plan

When this contract concludes, the contractor must cooperate with the successor contractor while providing all required transition services. This will include meeting with the successor and devising work schedules that are agreeable for both the NYSDOH and the successor contractor. A description of such a transition plan should be included in the proposal.

Vendor Responsibility Attestation

The Vendor Responsibility Attestation (Attachment 4) should be completed and included in the Technical Proposal. Submission of this document will be evaluated as part of a Preliminary Evaluation screening process.

C. Cost Proposal

The bidder must submit a Cost Proposal separate from the Technical Proposal.

The Cost Proposal must include completed cost proposal forms (Attachment 10) and should also include completed M/WBE procurement forms, provided as Attachment 5.

Cost Proposal Forms

There are two Cost Proposal Forms that must be completed and submitted in the bidder's Cost Proposal (Attachment 10):

1. Cost Proposal Form 1 – Unit Prices

Based upon the Project work plan, the bidder must submit a price by work activity that will apply for all years of the contract. Project prices are all-inclusive, representing expenses related to staff salaries, fringe benefits, administrative overhead, fees, and all other costs associated with the project such as but not limited to: furniture and equipment purchase and/or rental, property rental/leasing, travel, systems development and maintenance,

meeting room rental fees, printing, and postage.

The bidder must submit a fixed price for each task associated with Activity 1 (External Quality Review), Activity 2C (Medicaid Utilization Review), and Activity 3 (AIDS Intervention Management System). These prices will apply for the entire contract period.

The estimated first year volumes of activities described in Cost Proposal Form 1 will apply for year 1 of the contract period. These volumes may change over the contract term; projected work volume estimates are provided in the attachments as referenced under each activity below. However any projected estimates are no guarantee of future work volume. The unit prices provided in the Cost Proposal form are fixed and will apply for the entire contract period.

Activity 1

The EQR Work Activity Volume & Frequency Schedule (Attachment 9) provides information about the anticipated schedule of EQR Activities over the five year contract period. Bidders should consider the expected changes in volume when preparing unit prices.

Activity 2C

Medicaid Utilization Review requires that bidders propose and cost out an effective but flexible system of utilization review at acute care facilities that will maximize the potential Medicaid savings for the State. The utilization review plan should be described in terms of units of review, with a cost assigned to each unit or type of unit. Refer to Attachment 17 – Utilization Review Five Year Projected Review Allocations for anticipated changes in volume.

Activity 3

Most AIMS quality of care review projects consist of variations in numbers and choices of eHIVQUAL indicators utilized. Bidders should consider this range in their determination of one price for a quality review, as the same unit price will be applied whether a project consists of application of six indicators or one with fifteen indicators. The unit of pricing is for each medical record reviewed. In the 2013-2014 review year 7,000 acute care reviews were conducted for the AIMS program. These reviews are anticipated to decrease by 25-50% per year over the early part of the contract. See attachment 18 – AIMS Five Year Projected Review Allocations for anticipated changes in volume.

2. Cost Proposal Form 2 – Hourly Staff Rates

The bidder must composite hourly rates for each type of staff who will work on the projects in Activity 2E (Quality Improvement Programs), Activity 4 (Special Studies and Improvement Projects), and Activity 5 (Consultant Review Services).

Bidders are required to provide all-inclusive hourly rates for **all** specialized personnel listed on Attachment 10. These composite hourly rates will apply for the entire contract period. These prices, the total dollars bid as well as the bidder's agreement to conduct these activities, will become part of the final contract.

The composite hourly rates described must be inclusive of all costs, including, but not

limited to, salaries, fringe benefits, administrative costs, overhead, travel, presentation costs, and profit. If additional personnel types are needed, bidders should choose the most closely related category available. **Bidders are not allowed to add additional personnel types.**

M/WBE Procurement Forms

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>.

Bidders are required to submit a MWBE Utilization Plan on Form #1 (Attachment 5) 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.

D. Method of Award

Vendor Evaluation

This section sets forth the criteria to be used by the Department for evaluation of the Proposals submitted in response to the Department’s RFP for Medicaid External Quality Review, Utilization Review, Quality Improvement, and AIMS in New York State. Each proposal will receive a numerical score based on the values associated with the criteria listed below.

The evaluation of the bids will include the following considerations:

1) Compliance Evaluation (Pass/Fail)

A. Minimum Requirements Evaluation

Bidders will be evaluated to determine if the proposal qualifies for further consideration. Proposals found to be incomplete or non-responsive **will** be disqualified. Criteria for evaluation will include:

- (1) Bidder submitted separate technical and cost proposals;
- (2) All required components were mailed or hand delivered to the Department prior to the date and time specified;
- (3) The bidder is designated by the Center for Medicaid and Medicare Services as a Medicare Quality Improvement Organization (QIO) or on the list of QIO- like organizations as of the date of this RFP.

B. Additional Requirements Evaluation

Bidders will be evaluated to determine if the proposal qualifies for further consideration. Proposals found to be incomplete or non-responsive **may** be disqualified. Criteria for

evaluation will include:

- (1) Proposals contain the appropriate number of copies;
- (2) Bidder submitted Transmittal Form on company letterhead and it was signed in ink by an official authorized to bind the organization;
- (3) The Lobbying Form is included and complete;
- (4) A Vendor Responsibility Attestation is included and complete;
- (5) Bidder submitted a completed M/WBE Utilization Plan Form.

2) Technical Evaluation (75 pts.)

A. Understanding the Program Scope (10 pts.)

Bidders will be evaluated on how well they demonstrate scope of knowledge and ability to translate the review goals and requirements contained in the RFP into an effective, efficient, and valid managed care quality assessment and data validation program. The bidder will be expected to have knowledge of the environment in which Medicaid evaluations and studies take place, including identification of issues, obstacles, policies that impact on the ability to develop and implement an effective review system. The bidder's understanding of the nature, scope and purpose of the various required reviews and other activities will also be evaluated.

Bidders should demonstrate awareness of emerging issues, both with the changing Medicaid environment in NYS and at the Federal level, including the Affordable Care Act (ACA), as it may impact the types, quantity, and availability of utilization review and quality review opportunities. Additionally, the contractor should be prepared to adapt to changing expectations, including programming changes, and making recommendations for adjusting the work plan to accommodate changes as they may impact required services.

B. Technical Approach (45 pts.)

The bidder will be evaluated on the completeness and quality of the proposed approach, including a statement of expected problems and proposed solutions with respect to conducting all required review activities; meeting the data system requirements, and requirements for reporting results.

Particular attention will be paid to the following:

- (1) ability to validate data from various sources;
- (2) ability to design clinical studies, including methods to insure the reliability and validity of the data;
- (3) ability to administer enrollee surveys for satisfaction, experience of care, and access and availability;
- (4) ability to conduct efficient chart reviews for quality of care determination;
- (5) ability to evaluate plan compliance with State standards and prepare external quality review reports; and
- (6) ability to analyze, interpret, and present information clearly and accurately.

C. Organization, Experience, and Capability (20 pts.)

The credentials and expertise of the personnel involved will be carefully evaluated. The bidder's proposal will be judged on the skills, type, and length of experience of the individuals proposed as well as the extent to which the appropriate disciplines are adequately represented.

Evidence of the organization's ability to implement the program within the specified timeframes will be reviewed. The bidder will also be judged on the extent to which their proposal reflects experience in the subject area and can reasonably be expected to successfully complete the tasks required by the proposal.

In addition to the qualifications described in this RFP, preference will be given to bidders who demonstrate applicable experience with deliverables in the variety and complexity described in this RFP. The bidder's experience shall be evaluated based on how relevant their experience is to the Scope of Work to be performed in the contract. Preference also will be given to organizations who demonstrate ability and willingness to apply advanced technologies to increase efficiency and effectiveness of data collection, analysis, and reporting functions in ways that do not pose a risk to or compromise confidentiality in any way. Additional preference will be given to bidders who are able to demonstrate experience with large healthcare administrative databases, relational databases, multiple databases and the ability to produce data for longitudinal studies.

A normalization process will be used in scoring proposals relative to the proposal with the highest score. The maximum points available for the technical proposal are 75. The proposal with the highest technical score will receive the maximum Technical Proposal score (75 points), other bidders will receive proportional scoring in relationship to the highest score as follows:

$$\text{Technical Proposal Points} = (a/b) \times c$$

a = technical proposal being scored

b = highest scored technical proposal

c = number of technical points available (75 pts.)

3) Cost Proposal (25 pts.)

The bidder is required to submit a cost proposal. The Cost Proposal of each bidder will be evaluated separately from the Technical Proposal.

The total bid for the five years will be used in comparing bids and awarding points. The proposal with the lowest cost will receive the maximum Cost Proposal score (25 points), other bidders will receive proportional scoring in relationship to the lowest cost as follows:

$$\text{Cost Proposal Points} = (a/b) \times c$$

a = lowest total cost of all bids

b = cost of this proposal

c = number of cost points available (25)

Vendor Selection

The State will select a contractor using the Best Value methodology of award. Best Value is defined in Article XI, Section 163(1)(j) of the NYS Finance Law as the basis for awarding contracts for services to the vendor which optimizes quality, cost and efficiency, among responsive and responsible vendors. The bidder with the highest combined score will be selected.

Proposals will be reviewed for mathematical accuracy of the submitted pricing/budget sheets. The Department reserves the right to reject any proposal with discrepancies in the Cost Proposal.

In order to maintain the competitive nature of this solicitation Department will not release the dollar amount of the funding available.

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

1. Lowest cost
2. Minority/Women-owned Business Enterprise (M/WBE) utilization
3. Past experience
4. References

VIII. ADMINISTRATIVE

A. 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.

B. Inquiries

Prospective bidders should note that all requests for clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised during the question and answer period prior to the submission of a proposal. Questions must be received by the Department on or before the date specified in the schedule of key events on the cover page of the RFP. Each question must cite the particular RFP part and section to which it refers. Any questions concerning this solicitation must be sent electronically via e mail to:

Mr. Jay Cooper
Director of Administration
NYSDOH, Office of Quality & Patient Safety
E-mail: jgc04@health.state.ny.us

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department's website at <http://www.health.ny.gov/funding/> by the date listed on the cover page Schedule of Key Events. There will not be a bidder's conference in conjunction with this RFP.

C. Submission of Proposals

The bidder must submit its proposal in two parts: Technical and Cost. The hardcopy sets and CDs of the Technical Proposal should be packaged, labeled and sealed separately from the hardcopy sets and CD of the Cost Proposal. Each package should be clearly labeled as to the type of contents (Technical or Cost Proposal).

Please follow the submission and formatting requirements defined below when preparing and submitting proposals:

Technical Proposal:

The Technical Proposal should be submitted in a sealed package and should be clearly labeled ***“Medicaid External Quality Review, Utilization Review, Quality Improvement, and AIDS Intervention Management System Activities in New York State RFP #15552 – Technical Proposal”***.

The Technical Proposal should consist of:

- 1) Two (2) originals
- 2) Eight (8) copies in hardcopy format
- 3) One (1) electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only.

Each Technical Proposal (including all copies thereof) should meet the following general format requirements:

- 1) Printed on letter size (8.5 x 11 inch) paper; double-sided;
- 2) Prepared using eleven (11) pt. font or larger;
- 3) Submitted in separate three-ring binders with tab dividers between major sections;
- 4) Clearly paginate the proposal;
- 5) Electronic copies are to be submitted in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only.

Cost Proposal:

The Cost Proposal should be submitted in a sealed package and should be clearly labeled ***“Medicaid External Quality Review, Utilization Review, Quality Improvement, and AIDS Intervention Management System Activities in New York State RFP #15552 – Cost Proposal”***.

The Cost Proposal should consist of:

- 1) Two (2) originals in separate three-ring binders
- 2) Eight (8) copies in hardcopy format, in separate three-ring binders
- 3) One (1) electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only.

Original proposals should be marked as such. Where signatures are required, the original of the proposals should be signed in ink. E-mail submissions will not be accepted. All copies must be received by the Department no later than the date and time specified on the cover sheet of this

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

Responses to this RFP should be clearly marked "**Medicaid External Quality Review, Utilization Review, Quality Improvement, and AIDS Intervention Management System Activities in New York State**" and directed to:

Mr. Jay Cooper
Director of Administration
Office of Quality & Patient Safety
New York State Department of Health
Corning Tower, Room 2345
Empire State Plaza
Albany, NY 12237

Telephone: 518-486-9012
Email: jgc04@health.state.ny.us

It is the responsibility of the bidder to see that bids are delivered to Room 2345 prior to the date and time of the bid due date. Late bids due to delay by the carrier will not be considered.

D. Reserved Rights

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 contractor;
- 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 60 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.

E. Payment

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

1. Preferred Method: Email a PDF copy of the signed voucher to the BSC at: DOHaccountspayable@ogs.ny.gov with a subject field as follows:

Subject: **Unit ID: 345 0433** <<Contract #>>

2. Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health
Unit ID 3450433 C#XXXXXXX
PO Box 2093
Albany, NY 12220-0093**

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, by email at 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, 9th Floor
Albany, NY 12236

The Contractor must furnish the DEPARTMENT with sufficient evidence, vouchers, bills and receipts as required by the Department as proof of proprietary expenditure of each initial payment.

Payments to the Contractor will be paid based on monthly invoices to the DEPARTMENT in accordance with the proposal of the selected Contractor.

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

- a) In consideration of the Contractor's satisfactory performance of the services described in the Agreement, the Department agrees to pay the Contractor the contracted price.
- b) There will be no additional costs beyond those specified in the proposal and resulting contract. In the event of misunderstanding of any requirements, deliverables, or services to be provided; the Contractor shall make the necessary adjustments or corrections at no additional cost to the State.
- c) The Contractor shall, upon completion and Department approval of each deliverable, submit to Department a voucher for payment on such forms and in such detail as required. All vouchers submitted by the Contractor shall be submitted to Department no later than sixty (60) days after the end of the monthly reporting period.

The contractor shall be paid a proportion of the fixed price upon the Department's acceptance and approval of the deliverables completed for each contract work activity as defined in this RFP. The distribution of payment for each EQR project deliverable is outlined in Attachment 20 – EQR Deliverables Payment Schedule. UR and AIMS review activity deliverables will be paid based on the fixed price per review type. Projects described as Special Studies will be paid based on the fixed hourly rates given by the contractor. Only completed deliverables can be billed, vouchers requesting partial payment for deliverables not yet completed will not be accepted.

F. Term of Contract

This agreement shall be effective upon approval of the NYS Office of the State Comptroller. Work cannot begin until the Office of the State Comptroller approves the agreement resulting from this RFP process.

It is anticipated that the Department will award a contract no later than effective September 1, 2014. The term of the contract will be 5 years.

This agreement may be canceled at any time by the Department 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.

G. 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.

H. 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 in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

I. Vendor Responsibility Questionnaire

NYS 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 NYS VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the NYS VendRep System, see the VendRep System Instructions available at 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. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website 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 4).

J. 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 NYS.

The winning bidder for this procurement must complete a "State Consultant Services Form A, Contractor's Planned Employment Form Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The winning bidder 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.

K. 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:

- 1) 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
- 2) 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
- 3) 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

- 4) Authorizes the NYS 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
- 5) 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
- 6) Requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment
- 7) Expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts
- 8) Modifies the governance of the NYS Commission on Public Integrity
- 9) Provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered
- 10) Increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- 11) 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 Offerers. 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 NYS 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 (see Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the NYS Commission on Public Integrity.

L. 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 NYS Enterprise IT Policy NYS-P08-005, “Accessibility Web-based Information and Applications”, and NYS 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 NYS 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.

M. 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.cscic.state.ny.us/security/securitybreach/>

N. NYS 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 NYS and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into NYS 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 NYS exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is complete.

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 NYS and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to a bidder meeting the registration requirements but who is not so registered in accordance with the law.

Contractor must complete and submit directly to the NYS 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.

Winning bidders must complete and submit directly to the NYS 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.

Winning bidders 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 offer or non-responsive and non-responsible. Bidders 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 and

ST-220-CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

O. Piggybacking

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

P. 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:

- If a Bidder fails to submit a MWBE Utilization Plan;
- If a Bidder fails to submit a written remedy to a notice of deficiency;
- If a Bidder fails to submit a request for waiver; or
- 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 10th 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 subcontractors 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.

Q. Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Department of Health receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Department of Health will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Department of Health shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Department of Health reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

R. Encouraging Use of New York Businesses in Contract Performance

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete Attachment 21 to indicate their intent to use/not use New York Businesses in the performance of this contract.

IX. LIST OF STANDARD CONTRACT APPENDICES

The following will be incorporated as appendices into any contract resulting from this Request for Proposal. This Request for Proposal will, itself, be referenced as an appendix of the contract.

- APPENDIX A - Standard Clauses for All NYS Contracts
- 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 NYS, 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)
- APPENDIX M – Participation by Minority Group Members and Women with Respect to State Contract: 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)

X. LIST OF ATTACHMENTS

1. Transmittal Form
2. No Bid Form
3. Lobbying Form
4. Vendor Responsibility Attestation
5. M/WBE Procurement Forms
6. Technical Proposal Position Description Form
7. Estimated Timeline for HARP & DISCO Implementation
8. Bidder's Document Library
9. EQR Work Activity Volume and Frequency Schedule
10. Cost Proposal Forms
11. Provider Search and Directory Tool
12. Screen Shots of Provider Network Exception Reports and Directory Search
13. List of Open Hospitals
14. NQF/NYPORTS Hospital Reporting Guide
15. NYPORTS Glossary
16. Medicaid Analytical Extract
17. Utilization Review Allocations - Five Year Projections
18. Five Year Projected Review Allocations – AIMS Reviews
19. Measures Required for Designated Stroke Center Reporting
20. EQR Deliverables Payment Schedule
21. New York Business Identifying Information Form
22. General Terms and Conditions – Health Research Incorporated Contracts
23. Sample New York State Contract
 - o APPENDIX A – Standard Clauses for All NYS Contracts
 - o APPENDIX X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
 - o APPENDIX D – General Specifications
 - o APPENDIX H – Health Insurance Portability and Accountability Act (HIPAA)
 - o APPENDIX G – Notices
 - o APPENDIX M – Participation by Minority Group Members and Women with Respect to State Contract: Requirements and Procedures

Transmittal Form

**Medicaid External Quality Review, Utilization Review, Quality Improvement, and AIDS
Intervention Management System Activities in New York State**

RFP #15552

Bidder Name: _____

Bidder Address: _____

NYS Vendor ID Number: _____ DUNS #: _____

Type of Legal Business Entity: _____

Contact Person Information:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Designation as Qualified Organization Certification (Check only one):

- I certify that the above named bidder is designated by the Center for Medicaid and Medicare Services (CMS) as a Medicare Quality Improvement Organization (QIO) as of the date of the RFP issuance; **OR**
- I certify that the above named bidder is on the list of QIO-Like organizations as of the date of the RFP issuance.

Conflict of Interest Certification (Check only one):

- I certify that there are business relationships and/or ownership interests for the above name bidder that may represent a conflict of interest for the organization as bidder, as described in Section D.1.A.6. of the RFP. Attached to this letter is a description of how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided and the bidder's knowledge and full compliance with the NYS Public Officer's Law, as amended, including but not limited to, Sections 73 and 74; **OR**
- I certify that no conflict(s) of interest exist for the above named bidder.

Subcontractor Certification (Check only one):

- I certify that the proposal submitted by the above named bidder proposes to utilize the services of a subcontractor(s). Attached to this Transmittal Form is a list of subcontractors and a subcontractor summary for each. The summary document for each includes the information detailed in this RFP Section D.1.A.8; **OR**
- I certify that the proposal submitted by the above named bidder does not propose to utilize the services of any subcontractor.

By signing below, the bidder attests to all of the following:

I certify that the bidder accepts the contract terms and conditions contained in this RFP including any exhibits and attachments.

I certify that the bidder has received and acknowledged all Department amendments to the RFP, as may be amended.

I certify that the bidder is prepared, if requested by the Department, to present evidence of legal authority to do business in New York State, subject to the sole satisfaction of the Department.

I certify that the bidder (i) does not qualify its proposal, or include any exceptions from the RFP and (ii) acknowledges that should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the Department.

I certify that the proposal of the bidder will remain valid for a minimum of 365 calendar days from the closing date for submission of proposals.

Signature of Individual Authorized to Bind the Above Named Organization In a Contract with NYS:

(Signature)

Date: _____

Print Name: _____

Title _____

Address _____

Phone: _____

Fax: _____

Email: _____

**NEW YORK STATE
DEPARTMENT OF HEALTH**

NO-BID FORM

PROCUREMENT TITLE: **Medicaid External Quality Review, Utilization Review, Quality Improvement, and AIDS Intervention Management System Activities in New York State**

FAU #15552

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)

(Last 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.

NEW YORK STATE
DEPARTMENT OF HEALTH

LOBBYING FORM

PROCUREMENT TITLE: Medicaid External Quality Review, Utilization Review, Quality Improvement, and AIDS Intervention Management System Activities in New York State
FAU # 15552

Bidder Name:
Bidder Address:

Bidder Vendor ID No:
Bidder Fed ID No:

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

Offerer/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 *Invitation for Bid or Request for Proposal* includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offerer during the procurement process. An Offerer/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 *Invitation for Bid, Request for Proposal, or other solicitation document*. DOH employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/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 Offerer/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.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

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 the next questions:

1a. 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)

Offerer/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)

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in **Section VIII. Administrative**, 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: _____

**New York State Department of Health
M/WBE Procurement Forms**

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

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

M/WBE Form#2: M/WBE Waiver Request

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

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

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

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

**New York State Department of Health
BIDDER/CONTRACTOR M/WBE UTILIZATION PLAN**

Bidder/Contractor Name:	
Vendor ID:	Telephone No.
RFP/Contract Title:	RFP/Contract No.

Description of Plan to Meet M/WBE Goals

--

PROJECTED M/WBE USAGE

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

**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:

WBE Firm (Exactly as Registered)	Description of Work (Products/Services) [WBE]	Projected WBE 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

M/WBE UTILIZATION WAIVER REQUEST

Bidder/Contractor Name:	
Vendor ID:	Telephone No.
RFP/Contract Title:	RFP/Contract No.

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

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

New York State Department of Health
QUARTERLY UPDATE
M/WBE CONTRACTOR COMPLIANCE & PAYMENT REPORT

Contractor Name:	
Contract Title:	Contract No.

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

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

 (Name and Title)

 (Signature)

 Date

**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:

Actively and affirmatively solicit bids for contracts and
subcontracts from qualified State certified MBEs or WBEs,
including solicitations to M/WBE contractor associations.
Request a list of State-certified M/WBEs from AGENCY
and solicit bids from them directly.

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.

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.

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.

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

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							
TOTAL							

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

(Name and Title)

(Signature)

Date

ORGANIZATION:
CONTRACT PERIOD:

**TECHNICAL PROPOSAL
POSITION DESCRIPTION FORM**

Instructions: For all positions funded by this contract, include a brief paragraph summarizing the duties/responsibilities the individual is performing directly related to this contract. Attach additional sheets as necessary.

FTE – Full-time Equivalent

Position Title: Description:	Number of FTEs:

Estimated Timeline for HARP & DISCO Implementation

		HARPS/BHO		DISCOS
2013	September	Behavioral Health Data Book (HARP& Non-Harp Spend Population)		Phase One Ongoing: Initial Enrollment of Duals into MLTCs (Began July)
	October	Distribute RFI for Comments		
	November	Post Rate Ranges		Initial Enrollment into Pilot DISCOS
	December	1115 Waiver Submission Application		
2014	January			Phase Two: Initial Enrollment of Duals into FIDAS- Automatic Transition
	February	Post FINAL RFQ- Rates Pending		
	March	RFQ TA Conferences.		
	April	Await CMS Approval		
	May	NYC Plan Submission of RFQ	NYC Plan Designations	
	June			
	July			
	August			
	September	NYC Plan Readiness Reviews		
	October		ROS Plan Submission of RFQ	
	November			
	December			

		HARPS/BHO		DISCOS
2015	January	Implementation of Behavioral Health Adults in NYC (HARPS & Non - HARPS)		
	February			
	March			
	April			
	May			
	June			
	July	Implementation of Behavioral Health Adults in ROS (HARP & Non- HARP)		
	August			
	September			
	October			
	November			Initial Enrollment into DISCOS
	December			
2016	January	Implementation of Behavioral Health Children Statewide		

Bidder's Document Library

New York State Public Health Law – Article 44 (governing managed care health plans)

http://www.nyhealth.gov/health_care/managed_care/docs/phlart44.pdf

Partnership Plan Waiver Extension Standard Terms and Conditions

http://www.health.ny.gov/health_care/managed_care/appextension/docs/special_terms_and_conditions_04_2013.pdf

Quality Strategy for New York's Medicaid Managed Care Program

http://www.health.ny.gov/health_care/managed_care/docs/quality_strategy.pdf

Managed Care Plans Operating in New York State

http://www.nyhealth.gov/health_care/managed_care/reports/eqarr/2010/plan_profiles.htm

Information about HIV Special Needs Plans

<http://www.health.ny.gov/diseases/aids/resources/snps/index.htm>

Medicaid Managed Care/Family Health Plus/HIV SNP Model Contract

http://www.health.ny.gov/health_care/managed_care/docs/medicaid_managed_care_fhp_hiv-snp_model_contract.pdf

Managed Long Term Plans Operating in New York State

http://www.nyhealth.gov/health_care/managed_care/mltc/mltcplans.htm

MLTC Model Contract

http://www.nyhealth.gov/health_care/managed_care/mltc/pdf/mltc_contract.pdf

Program for the All-Inclusive Care for the Elderly (PACE) Model Contract

http://www.nyhealth.gov/health_care/managed_care/mltc/pdf/pace_model_contract.pdf

Medicaid Advantage (MA) Model Contract

http://www.health.ny.gov/health_care/managed_care/docs/medicaid_advantage_model_contract.pdf

Medicaid Advantage Plus(MAP) Model Contract

http://www.nyhealth.gov/health_care/managed_care/mltc/pdf/map_model_contract.pdf

QARR Specifications

http://www.health.ny.gov/health_care/managed_care/qarrfull/qarr_2013/docs/qarr_specifications_manual_2013.pdf

Managed Care Plan Performance Reporting

http://www.health.ny.gov/health_care/managed_care/reports/quality_performance_improvement.htm#link2

Managed Long Term Care Performance Reporting

<http://www.health.ny.gov/publications/3391.pdf>

Performance Improvement Projects

http://www.health.ny.gov/health_care/managed_care/reports/docs/2011_pip_abstract_compendium.pdf

Quality Review Reports

http://www.nyhealth.gov/health_care/managed_care/reports/adults_antibiotic.pdf

HIV SNP Plan-Specific Reports

http://www.health.ny.gov/statistics/health_care/managed_care/plans/reports/#hiv_snp_reports

MMC Plan-specific Reports

http://www.health.ny.gov/statistics/health_care/managed_care/plans/reports/

SSI Survey

http://www.nyhealth.gov/health_care/managed_care/reports/docs/final_report_ssi_enrollees.pdf

Managed Long Term Care Satisfaction Survey

http://www.nyhealth.gov/health_care/managed_care/mltc/pdf/dmc_mltc_survey.pdf

EQR WORK ACTIVITY VOLUME AND FREQUENCY SCHEDULE

External Quality Review Activities		Estimated Volume*	Frequency over Duration of Contract
1)	Validation of MCO Quality Performance Measure Data	25 Medicaid and Commercial Plans (HMO and PHSP) 25 MLTC Plans (MA/MAP) 25 FIDA Plans 10 DISCO Plans 10 HARP Plans	5X (Annually)
2)	Validation of Functional Assessment Measurement Data	1,275 Records – MLTC, FIDA, DISCO	2X
3)	Oversight and Validation of Performance Improvement Projects	20 MMC/CHP 3 HIV/SNP 50 MLTC 25 FIDA 10 HARP 10 DISCO	5X (Annually)
4)	Review MCO Compliance with State and Federal Standards		
a	Access, Availability and Provider Directory Survey	1,900 Calls – MMC/CHP, HIV SNP 1000 calls –DISCO	5X (Annually)
b	Health Plan Member Services Survey	190 Calls – MMC/CHP, HIV SNP 500 calls – MLTC 250 calls – FIDA 350 calls – HARP, DISCO	5X (Annually)
c	Ratio of PCPs to Medicaid Clients	150 calls	10X (Twice Annually)
d	Provider Network Data	2,500,000 Records	20X (Quarterly)
5)	Validation of Encounter Data	500 Record Reviews	5X (Annually)
6)	Administration of Consumer Surveys of Quality of Care		
a	CAHPS Surveys for Health Plans	1,500 sampled per MMC/CHP, HIV SNP plan	5X (Annually)
b	Additional Experience of Care Surveys (non-CAHPS)	500 sampled per plan	10X
7)	Calculation of Additional Performance Measures (Case Management)	120,000 records	5X (annually)

8)	Conduct Focused Clinical Study		
a	MMC/CHP/HIV SNP Study	600 records	3X
b	MLTC/FIDA/DISCO Study	600 records	3X
c	Behavioral Health Study – HARP	200 records	2X
9)	Produce Annual EQR Plan Technical Report		
a	Full Report – MMC/CHP, HIV SNP	19 plans	2X
b	Interim Report – MMC/CHP, HIV SNP	19 plans	3X
c	Full Report – MLTC/FIDA	75 plans	2X
d	Interim Report – MLTC/FIDA	75 plans	3X
e	Full Report – HARP, DISCO	20 plans	2X
f	Interim Report – HARP, DISCO	20 plans	3X
10)	Provide Technical Guidance to MCOs		

* Estimated Volume refers to the total potential volume. Please refer to Attachment 7 – Timeline for Implementation of New Plan Types, for more information when new plans will be operational.

Bidder _____

Cost Proposal Form 1

For each of the activities listed in the Project Specifications – Scope of Work, provide a unit price for each proposed deliverable. All administrative costs should be included in the unit prices. Unit prices provided will be fixed for the entire contract period. See Attachment 9 – EQR Work Activity Volume and Frequency Schedule, for more information on the volume and frequencies of activities associated with External Quality Review.

Activity 1. External Quality Review Services

	Work Plan Activity (Estimated annual volume)	Unit Definition	Unit Price
A.	QARR Data Submission Review and Validation (18 Medicaid and CHP, 7 commercial HMO/PPO, 3 HIV SNP, 25 MLTC plans)	One annual submission	
B.	Validation of Functional Assessment Measurement (up to 20 medical records per plan)	One validation study	
C.	Validation of Encounter Data (18 Medicaid/CHP, 3 HIV SNP, 50 MLTC plans)	One validation study	
D.	Oversight and Validation of PIPs (18 Medicaid/CHP, 3 HIV SNP, 50 MLTC plans)	One plan PIP	
E.	Review MCO Compliance with State/Federal Standards		
	a) Access, Availability, and Provider Directory Survey (Average of 1,900 Calls)	One survey administration	
	b) Health Plan Member Services Survey (Average of 1,290 calls)	One survey administration	
	c) Ratio of PCPs to Medicaid Clients Survey (Average of 150 calls)	One survey administration	
	d) Provider Network Data (Approximately 2,500,000 records per submission)	One quarterly submission	
F.	Administration of Consumer Surveys		
	a) CAHPS Surveys for Medicaid Managed Care Plans (1,500 surveyed per plan)	One survey administration	
	b) Experience of Care Surveys (500 per plan)	One survey administration	
G.	Case Management Performance Measures (30,000 records per submission)	One annual submission	
H.	Conduct Focused Clinical Studies		
	a) Focused Clinical Study – MMC/CHP/HIV SNP (600 records)	One study	
	b) Conduct Focused Clinical Study – MLTC/FIDA/DISCO (200 records)	One study	
	c) Behavioral Health Focused Study – HARP (200 records)	One study	
I.	Produce Annual Plan Technical Reports		
	a) EQR Full Technical Report (18 Medicaid/CHP, 3 HIV SNP, 50 MLTC plans)	One set of annual reports	
	b) EQR Interim Technical Report (18 Medicaid/CHP, 3 HIV SNP, 50 MLTC plans)	One set of annual reports	

Activity 2C. Medicaid Utilization Reviews

Instructions: For each project area, provide a unit cost for each proposed deliverable. Refer to the Five Year Projected Review Allocations document (Attachment 17) for planning, and provide an annual bid based on year-one volumes. Please note that the review totals provided in Attachment 17 are only estimates and are no guarantee of future review volumes. All administrative costs should be included in the review costs. Unit prices provided will be fixed for the entire contract period. Refer to the Detailed Specifications for more information on Medicaid Utilization Reviews.

	Project	Unit Price (Per review)
Work Activity (Estimated first year volume)		
1.	DRG Coding Validation (79,300 annual reviews)	
2.	NYPORIS Reviews (1,600 annual reviews)	
3.	Cost Outliers (2,000 annual reviews)	
4.	Two Days ALC Prior to Discharge to Home (200 annual reviews)	
5.	Discharge Notice Review (500 annual reviews)	
6.	One Day Stay Reviews/Medical Necessity (15,000 annual reviews)	
7.	Transfers (1,000 annual reviews)	
8.	Random/Focused Review (3,000 annual reviews)	
9.	Specialty Hospital/Exempt Unit Review (5,000 annual reviews)	
10.	Mortality/Complications (7,500 annual reviews)	
11.	Specialist Consultant Reviews (500 annual reviews)	
12.	Per Diem Long Stay Reviews (500 annual reviews)	
13.	PCI Reviews (200 annual reviews)	
14.	Maternal Mortality Reviews (100 annual reviews)	
15.	Preterm Inductions/C-Section Appeals (500 annual reviews)	
16.	State Comptroller Review of Claims (300 annual reviews)	

Activity 3. AIDS Intervention Management Program

ANNUAL REVIEW AND DATA COSTS

Instructions: For each project area, provide a unit cost for each proposed deliverable. Refer to the Five Year Projected Review Allocations document (Attachment 18) for planning and provide an annual bid based on year one volumes. Please note that the review totals provided in attachment 18 are only estimates and are no guarantee of future review volumes. There is separate allowance for data costs but no separate allowance for administrative costs; all administrative costs should be included in the review costs. Unit prices provided will be fixed for the entire contract period. Refer to Detailed Specifications for more information on AIMS Reviews.

Project	Unit Definition	Unit Price
A. Quality of Care		
Annual Case List Collection, Compilation and Distribution– up to 3 transfers of data base each year (Unit is package of case list plus 3 transfers)	Package of case list plus up to 3 transfers	
Development of New Review Tools (Unit is one tool) – Up to 5 annually	One tool	
Revision of Review Tools (Unit is one tool) – Up to 5 annually	One Tool	
Piloting and implementation of Review Tools (Unit is one tool) – Up to 10 annually	One Tool	
Routine Ambulatory Care Reviews. Unit is one medical record (MR)	One MR	
DOCCS and Other Prisons Reviews (up to 300 medical records annually – unit is one MR)	One MR	
Maternal, Pediatric HIV Prevention and Care Reviews (4-tiered review) (up to 2,400 medical records annually – unit is one MR)	One MR	
Focused Clinical Studies (involving up to 7,900 medical records annually – see Five Year Projected Review Allocations and base annual bid on year one volumes. Unit is one medical record (MR)	One MR	
QI Technical Assistance/Training (Unit cost is hourly – up to 200 hours annually)	Per Hour	
B. Utilization Review		
<i>Note: Although the Five Year Projected Review Allocations document shows utilization review ending after year three, it is possible that the projection may change. Provide a unit cost based on year one volumes.</i>		
Inpatient Medical Record Reviews – Maximum 5000	One MR	
All Other Medical Record Reviews – Maximum 3,750	One MR	
C. Managed Care Reviews		
Verification of HIV Status and Initial Contract-Required Activities (up to 400 annually – unit is documentation per each HIV SNP enrollee sampled).	Per enrollee	
Coordination of Care for HIV SNP Enrollees (up to 1000 annually – unit is one enrollee record).	One Enrollee record	
Quality of care Medical Record Reviews (up to 3200 medical records annually – unit is one medical record).	One MR	
D. Other Data and Analytical Costs Not Included in A through C above		
Data costs for deliverables in A through C.		
	Unit Price	Annual Price
Cost should be a single, blended hourly rate of all data personnel, including all data analytic costs.	Per Hour	

Cost Proposal Form 2

Hourly Personnel Rates

Hourly staff rates are requested for Activity 2E (Quality Improvement Programs), Activity 4 (Special Studies), and Activity 5 (Consultant Review Services). List the titles and composite hourly rates for each type of staff person who will work on these projects. Personnel types should fit into the existing categories. Do not add additional titles.

The composite hourly rates described must be inclusive of all costs, including salaries, fringe benefits, administrative costs, overhead, travel, presentation costs, and profit. These composite hourly rates will apply for the entire contract period.

Staff Listing	Price/Hour
Registered Nurse / Nurse Practitioner	
General Physician	
Specialist Physician	
Physician Assistant	
Psychologist	
Nurse Case Manager	
Medical Records Coder	
Project Manager	
Secretarial / Clerical Staff	
Web Designer	
Database Administrator	
Computer Programmer	
Statistician	
Data Analyst	
Researcher	

New York State Department of Health

Provider Search and Directory Tool

General Information

The Provider Search Tool (PST) was developed for Health Commerce System (HCS) users to find providers participating in managed care plans in the Medicaid (MMC), Family Health Plus (FHP) and Child Health Plus (CHP) programs. The data available in this tool is submitted to the Department of Health by managed care plans four times per year.

Four search methods are available:

- **Find providers by name:** If you are looking for a particular provider (e.g., physician, nurse practitioner, therapist, optometrist), use this mode. You can enter part or all of either a last name or first name or both. Results are returned on the screen and can be sorted several different ways to assist you in finding who you are looking for. You can print the screen results directly to a printer or you can opt to create a printed directory of your results which will be returned to you via e-mail in a matter of minutes.

- **Find providers by location:** Use this option to locate a provider in proximity to a particular location. You can enter either a full address (street, city, zip) or just a city or zip code. This search allows you to further specify selections of program (MMC, FHP, CHP), primary care provider (PCP), specialist, hospital or clinic. Additional search parameters of mileage, managed care plan, specialty (ob/gyn, cardiology, pediatrics, etc.), gender and language can also be selected.

Results are returned to the screen in order of closest to furthest from the address entered. They can also be sorted by name, specialty, zip code and printed or you can choose to create a directory. Directories are available either immediately or by e-mail depending on the search options selected.

- **Find providers by county:** Locate providers in a particular county. Selections of program (MMC, FHP, CHP), primary care provider (PCP), specialist, hospital or clinic can be made.

gender and language can also be made.

Results are returned to the screen where they can be sorted and printed or you can choose to create a directory. Directories are available either immediately or by e-mail depending on the search options selected.

- **Create a county directory of providers:** County directories are available: "PCP's, Hospitals and Clinics" and "Specialists". In addition to county, you can select a program, specialties and spoken language as desired. Most directories are available immediately on your screen to be saved or printed. If selections of specialty or language are made, you will receive an e-mail where you can "pick up" your directory in a matter of just a few minutes.

We hope that you find this product useful in selecting a

Questions may be directed to the Provider Network Unit at: pnds@health.state.ny.us or by calling (518) 474-5050.

Screen Shots of Provider Network Exception Reports and Directory Search

Provider Summary & Exception Reports (DOH Plan Managers Only)

Plan Listing:

The screenshot shows the HCS Home page with the following elements:

- Header:** Home, Topics, HCS Applications, Contact Us, Logout, NYSDOH Health Commerce System.
- Left Sidebar:**
 - Welcome Francesca McPhillips
 - Search bar and Advanced Search link.
 - My Applications and My Favorites links.
 - My Applications:**
 - *NEV* File Move
 - Acronyms & Abbreviations
 - Advantage Dual Eligible MC
 - CART
 - Emergency Contacts
 - HIV SNP Report
 - Medicaid Encounter Data System
 - MLTC MAP
 - MLTC MMC Oper Rpt
 - MLTC PACE
 - MLTC SAAM Reports
 - MLTC SAAM Upload
 - MMC Operations Report
 - Move development to test
 - Move test to production
- Main Content Area:**
 - Plan Listing (selected)
 - County Listing
 - Off Cycle - Q2 2010 Submissions
 - Off Cycle - Q3 2010 Submissions
 - Off Cycle - Q4 2010 Submissions
- Right Panel:**
 - January - March 2011
 - PLAN NAME
 - List of plan names with links: Affinity Health Plan, Inc., AMERIGROUP New York, LLC, Amida Care, Inc. (HIV/SNP), Capital District Physicians' Health Plan, Inc., Empire HealthChoice HMO, Inc., Excellus Health Plan, Inc., Health Insurance Plan of Greater New York, Health Plus Prepaid Health Services Plan, Inc., HealthFirst PHSP, Inc., HealthNow New York, Inc., Hudson Health Plan, Inc., Independent Health Association, Inc., Liberty Health Advantage, Inc., MetroPlus Health Plan, Inc., MetroPlus Health Plan, Inc. Special Needs Plan (HIV/SNP), MYP Health Plan, Inc., Neighborhood Health Providers, Inc., New York State Catholic Health Plan, Inc., New York-Presbyterian System Select Health LLC (HIV/SNP).

1) View all Certified Counties of selected plan

The screenshot shows the HCS Home page with the following elements:

- Header:** Home, Topics, HCS Applications, Contact Us, Logout, NYSDOH Health Commerce System.
- Left Sidebar:**
 - Welcome Francesca McPhillips
 - Search bar and Advanced Search link.
 - My Applications and My Favorites links.
 - My Applications:**
 - *NEV* File Move
 - Acronyms & Abbreviations
 - Advantage Dual Eligible MC
 - CART
 - Emergency Contacts
 - HIV SNP Report
 - Medicaid Encounter Data System
 - MLTC MAP
 - MLTC MMC Oper Rpt
 - MLTC PACE
 - MLTC SAAM Reports
 - MLTC SAAM Upload
 - MMC Operations Report
 - Move development to test
 - Move test to production
- Main Content Area:**
 - View all certified counties for selected plan (selected)
 - Plan Listing
 - County Listing
 - All Counties With Exceptions
- Right Panel:**
 - Affinity Health Plan, Inc. - January - March 2011
 - Table showing certified counties:

COUNTY NAME	MCAID	FHP	CHP
Bronx, NYC	X	X	X
Brooklyn, NYC	X	X	X
Manhattan, NYC	X	X	X
Nassau	X	X	X
Orange	X	X	X
Queens, NYC	X	X	X
Rockland	X	X	X
Staten Island, NYC	X	X	X
Suffolk	X	X	X
Westchester	X	X	X

 - Data Parameters:
 - Plan: Affinity Health Plan, Inc.
 - Quarter/Year: January - March 2011

HCS Home

NYSDOH HCS Health Commerce System

Welcome Francesca McPhillips

Home Topics HCS Applications Contact Us Logout NYSDOH Health Commerce System

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Affinity Health Plan, Inc. - Bronx - Medicaid - Pediatrics - January - March 2011

Plan	Last Name	First Name	License	Primary Specialty	Secondary Specialty	Address	City	Zip Code	Phone
MetroPlus Health Plan, Inc.	ABADI	JACOBO	197201	Pediatrics	AIDS/HIV Specialist	1400 Pelham Parkway South	BRONX	10461	(918-591-5915)
MetroPlus Health Plan, Inc. Special Needs Plan (HIV/SNP)	ABADI	JACOBO	197201	Pediatrics	AIDS/HIV Specialist	1400 Pelham Parkway South	BRONX	10461	(918-591-5915)
MetroPlus Health Plan, Inc. Special Needs Plan (HIV/SNP)	ADADE	ANDREWS	162232	Pediatrics	Unknown	3467 DeKalb Avenue	BRONX	10467	(519-751-9751)
MetroPlus Health Plan, Inc.	ADADE	ANDREWS	162232	Pediatrics	Unknown	3467 DeKalb Avenue	BRONX	10467	(519-751-9751)
WellCare of New York, Inc.	ADADE	ANDREWS	162232	Pediatrics	Unknown	3467 DEKALB AVE	BRONX	10467	(519-751-9751)
New York State Catholic Health Plan, Inc.	ADADE	ANDREWS	162232	Pediatrics	Unknown	3467 DeKalb Avenue	BRONX	10467	(519-751-9751)
New York State Catholic Health Plan, Inc.	ADAM	HENRY	145921	Pediatrics	Unknown	3415 Bainbridge Ave	BRONX	10467	(741-274-1274)
Affinity Health Plan, Inc.	ADAM	HENRY	145921	Pediatrics	Unknown	3415 Bainbridge Avenue	BRONX	10467	(741-274-1274)

Done

192.135.176.8 JSB OFF 0 errors / 14 warnings

2) All Counties with Exceptions for selected plan

HCS Home

NYSDOH HCS Health Commerce System

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Home Topics HCS Applications Contact Us Logout NYSDOH Health Commerce System

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All counties with exceptions for selected plan

Affinity Health Plan, Inc. - January - March 2011

Plan Listing	County Listing	All Certified Counties	Off Cycle - Q2 2010 Submissions	Off Cycle - Q3 2010 Submissions	Off Cycle - Q4 2010 Submissions
	Bronx, NYC				
	Brooklyn, NYC				
	Manhattan, NYC				
	Nassau				
	Orange				
	Queens, NYC				
	Rockland				
	Staten Island, NYC				
	Suffolk				
	Westchester				

Exception Download

Exception Download

Data Parameters

Plan: Affinity Health Plan, Inc.

Quarter/Year: January - March 2011

Click on Bronx, NYC FHP 1

HCS Home

NYSDOH HCS Health Commerce System

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Summaries

Affinity Health Plan, Inc. - Bronx - Family Health Plus - January - March 2011

Provider Full Summary County Unique

Specialty Category	Exc	Specialty Type	Plan	All MCO
Primary Care		Family Practice	173	301
		General Practice	6	17
		Internal Medicine	301	860
		Nurse Practitioners	55	152
		Total Primary Care	535	1,330
OB/GYN Care		OB/GYN	167	328
		Gynecology	7	45
		Nurse Midwife	40	109
	Total OB/GYN Care	214	482	
Behavioral Health		Psychiatry	208	438
		Certified Social Work	410	644
		Clinical Psychology, Psychology	90	213
		Total Behavioral Health	708	1,295
Specialist Care		Allergy/Immunology	25	42

My Applications

- *NEW* File Move
- Acronyms & Abbreviations
- Advantage Dual Eligible MC
- CART
- Emergency Contacts
- HIV SNP Report
- Medicaid Encounter Data System
- MLTC MAP
- MLTC MMC Oper Rpt
- MLTC PACE
- MLTC SAAM Reports
- MLTC SAAM Upload
- MMC Operations Report
- Move development to test
- Move test to production

Provider Search and Directory Tool

HCS Home

NYSDOH HCS Health Commerce System

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Home Topics HCS Applications Contact Us Logout NYSDOH Health Commerce System

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NYS DOH Office of Managed Care - Provider Network Home Page

Choose a method to find providers or create a directory [Help](#)

- Find providers by name
- Find providers by location
- Find providers by county

Information as of 3/31/2011

Done 192.135.176.8 JSB OFF 0 errors / 32 warnings

Click on: [Find providers by name](#)

HCS Home

NYSDOH HCS Health Commerce System

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Home Topics HCS Applications Contact Us Logout NYSDOH Health Commerce System

Add to Fav. Print

NYS DOH Office of Managed Care - Provider Network Home Page

Find Providers by Name [Return to Main](#) [Help](#)

Lookup Providers Reset Information as of 3/31/2011

Last Name (partial allowed)

First Name (optional, partial allowed)

Lookup Providers Information as of 3/31/2011

My Applications

- *NEW* File Move
- Acronyms & Abbreviations
- Advantage Dual Eligible MC
- CART
- Emergency Contacts
- HIV SNP Report
- Medicaid Encounter Data System
- MLTC MAP
- MLTC MMC Oper Rpt
- MLTC PACE
- MLTC SAAM Reports
- MLTC SAAM Upload
- MMC Operations Report
- Move development to test
- Move test to production

Provider Listing:

NYSDOH HCS Health Commerce System

Welcome Francesca McPhillips

Home Topics HCS Applications Contact Us Logout NYSDOH Health Commerce System

Add to Fav. Print

NYS DOH Office of Managed Care - Provider Network Home Page

Provider Listing [Return to Main](#) [Help](#)

Go Back Create Directory Print Information as of 3/31/2011

Selections

Last Name

First Name

Payor Type Legend 1 - Medicaid Managed Care 2 - Family Health Plan 3 - Child Health Plan

You can print the list below or click on 'Create Directory' to receive a directory of all provider records found.

1

Provider	Provider Type	Address/Phone	County	Plans	Specialty
				• Capital District	

My Applications

- *NEW* File Move
- Acronyms & Abbreviations
- Advantage Dual Eligible MC
- CART
- Emergency Contacts
- HIV SNP Report
- Medicaid Encounter Data System
- MLTC MAP
- MLTC MMC Oper Rpt
- MLTC PACE
- MLTC SAAM Reports
- MLTC SAAM Upload
- MMC Operations Report
- Move development to test
- Move test to production

Click on [Find providers by location](#)
 Enter only city & zip:

HCS Home <https://commerce...Dt&PrvKey=P67237>

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NYS DOH Office of Managed Care - Provider Network Home Page

Find Providers by Location [Return to Main](#) [Help](#)

Lookup Providers [Reset](#) Information as of 3/31/2011

Street Address City Zip

Payor Type

Provider Category

[Show Additional Search Options](#)

Lookup Providers [Reset](#) Information as of 3/31/2011

Advanced Search

My Applications [My Favorites](#)

My Applications

- *NEW* File Move
- Acronyms & Abbreviations
- Advantage Dual Eligible MC
- CART
- Emergency Contacts
- HIV SNP Report
- Medicaid Encounter Data System
- MLTC MAP
- MLTC MMC Oper Rpt
- MLTC PACE
- MLTC SAAM Reports
- MLTC SAAM Upload
- MMC Operations Report
- Move development to test
- Move test to production
- PC Provider Cost Rpt
- PC Rate Sheets
- Portal In Train

About Us | Terms of Use | Help Version: 2.0.3

Click on "Find providers by county"

HCS Home <https://commerce...Dt&PrvKey=P67237>

NYS DOH Health Commerce System

Welcome Francesca McPhillips

NYS DOH Office of Managed Care - Provider Network Home Page

Find Providers by County [Return to Main](#) [Help](#)

Lookup Providers [Create Directory](#) [Reset](#) Information as of 3/31/2011

County

Payor Type

Provider Category

[Show Additional Search Options](#)

Lookup Providers [Reset](#) Information as of 3/31/2011

Home Topics HCS Applications Contact Us Logout

Add to Fav. Print

My Applications

- *NEW* File Move
- Acronyms & Abbreviations
- Advantage Dual Eligible MC
- CART
- Emergency Contacts
- HIV SNP Report
- Medicaid Encounter Data System
- MLTC MAP
- MLTC MMC Oper Rpt
- MLTC PACE
- MLTC SAAM Reports
- MLTC SAAM Upload
- MMC Operations Report
- Move development to test
- Move test to production

List of Open Hospitals - 2013

Facility ID	Name	Address 1	City
9431	St. Peter's Addiction Recovery Center	3 Mercycare Lane	Guilderland
2	Albany Medical Center - South Clinical Campus	25 Hackett Blvd	Albany
4	Albany Memorial Hospital	600 Northern Blvd	Albany
5	St Peters Hospital	315 South Manning Blvd	Albany
1	Albany Medical Center Hospital	43 New Scotland Avenue	Albany
39	Memorial Hosp of Wm F & Gertrude F Jones A/K/A Jones Memorial Hosp	191 North Main Street	Wellsville
37	Cuba Memorial Hospital Inc	140 West Main Street	Cuba
1178	Bronx-Lebanon Hospital Center - Concourse Division	1650 Grand Concourse	Bronx
1172	Lincoln Medical & Mental Health Center	234 East 149th Street	Bronx
1186	North Central Bronx Hospital	3424 Kossuth Avenue & 210th Street	Bronx
1176	St Barnabas Hospital	4422 Third Avenue	Bronx
1175	Calvary Hospital Inc	1740-70 Eastchester Road	Bronx
1185	Montefiore Medical Center - Montefiore Westchester Square	2475 St Raymond Avenue	Bronx
1168	Montefiore Medical Center - North Division	600 East 233rd Street	Bronx
1169	Montefiore Medical Center - Henry & Lucy Moses Div	111 East 210th Street	Bronx
1165	Jacobi Medical Center	1400 Pelham Parkway	Bronx
1164	Bronx-Lebanon Hospital Center - Fulton Division	1276 Fulton Avenue	Bronx
3058	Montefiore Med Center - Jack D Weiler Hosp of A Einstein College Div	1825 Eastchester Rd	Bronx
43	Our Lady of Lourdes Memorial Hospital Inc	169 Riverside Drive	Binghamton
42	United Health Services Hospitals Inc. - Binghamton General Hospital	10-42 Mitchell Avenue	Binghamton
58	United Health Services Hospitals Inc. - Wilson Medical Center	33-57 Harrison Street	Johnson City
66	Olean General Hospital	515 Main Street	Olean
74	TLC Health Network Tri-County Memorial Hospital	100 Memorial Drive	Gowanda
85	Auburn Community Hospital	17 Lansing Street	Auburn
103	Woman's Christian Association	207 Foote Avenue	Jamestown
98	Brooks Memorial Hospital	529 Central Avenue	Dunkirk
102	Womans Christian Assoc Hospital - WCA Hosp at Jones Memorial Health Center	51 Glasgow Avenue	Jamestown
111	Westfield Memorial Hospital Inc	189 E Main Street	Westfield
114	TLC Health Network Lake Shore Hospital	845 Routes 5&20	Irving
118	St Josephs Hospital	555 St. Joseph's Boulevard	Elmira
116	Arnot Ogden Medical Center	600 Roe Avenue	Elmira
128	Chenango Memorial Hospital Inc	179 North Broad St	Norwich
135	Champlain Valley Physicians Hospital Medical Center	75 Beekman St	Plattsburgh
146	Columbia Memorial Hospital	71 Prospect Ave	Hudson
158	Cortland Regional Medical Center Inc	134 Homer Avenue	Cortland
165	O'Connor Hospital	460 Andes Road	Delhi
174	Delaware Valley Hospital Inc	1 Titus Place	Walton
170	Margaretville Hospital	42084 State Highway 28	Margaretville
8554	Tri Town Regional Healthcare	43 Pearl Street West	Sidney
192	Northern Dutchess Hospital	6511 Springbrook Avenue	Rhinebeck

Facility ID	Name	Zip	County	Number
9431	St. Peter's Addiction Recovery Center	12084	Albany	0101004H
2	Albany Medical Center - South Clinical Campus	12208	Albany	0101000H
4	Albany Memorial Hospital	12204	Albany	0101003H
5	St Peters Hospital	12208	Albany	0101004H
1	Albany Medical Center Hospital	12208	Albany	0101000H
39	Memorial Hosp of Wm F & Gertrude F Jones A/K/A Jones Memorial Hosp	14895	Allegany	0228000H
37	Cuba Memorial Hospital Inc	14727	Allegany	0226700C
1178	Bronx-Lebanon Hospital Center - Concourse Division	10457	Bronx	7000001H
1172	Lincoln Medical & Mental Health Center	10451	Bronx	7000008H
1186	North Central Bronx Hospital	10467	Bronx	7000024H
1176	St Barnabas Hospital	10457	Bronx	7000014H
1175	Calvary Hospital Inc	10461	Bronx	7000011H
1185	Montefiore Medical Center - Montefiore Westchester Square	10461	Bronx	7000006H
1168	Montefiore Medical Center - North Division	10466	Bronx	7000006H
1169	Montefiore Medical Center - Henry & Lucy Moses Div	10467	Bronx	7000006H
1165	Jacobi Medical Center	10461	Bronx	7000002H
1164	Bronx-Lebanon Hospital Center - Fulton Division	10456	Bronx	7000001H
3058	Montefiore Med Center - Jack D Weiler Hosp of A Einstein College Div	10461	Bronx	7000006H
43	Our Lady of Lourdes Memorial Hospital Inc	13905	Broome	0301001H
42	United Health Services Hospitals Inc. - Binghamton General Hospital	13903	Broome	0303001H
58	United Health Services Hospitals Inc. - Wilson Medical Center	13790	Broome	0303001H
66	Olean General Hospital	14760	Cattaraugus	0401001H
74	TLC Health Network Tri-County Memorial Hospital	14070	Cattaraugus	0427000H
85	Auburn Community Hospital	13021	Cayuga	0501000H
103	Woman's Christian Association	14701	Chautauqua	0602001H
98	Brooks Memorial Hospital	14048	Chautauqua	0601000H
102	Womans Christian Assoc Hospital - WCA Hosp at Jones Memorial Health Center	14701	Chautauqua	0602001H
111	Westfield Memorial Hospital Inc	14787	Chautauqua	0632000H
114	TLC Health Network Lake Shore Hospital	14081	Chautauqua	0427000H
118	St Josephs Hospital	14901	Chemung	0701001H
116	Arnot Ogden Medical Center	14905	Chemung	0701000H
128	Chenango Memorial Hospital Inc	13815	Chenango	0824000H
135	Champlain Valley Physicians Hospital Medical Center	12901	Clinton	0901001H
146	Columbia Memorial Hospital	12534	Columbia	1001000H
158	Cortland Regional Medical Center Inc	13045	Cortland	1101000H
165	O'Connor Hospital	13753	Delaware	1254700C
174	Delaware Valley Hospital Inc	13856	Delaware	1229700C
170	Margaretville Hospital	12455	Delaware	1226701C
8554	Tri Town Regional Healthcare	13838	Delaware	1227001H
192	Northern Dutchess Hospital	12572	Dutchess	1327000H

Facility ID	Name	Address 1	City
181	Vassar Brothers Medical Center	45 Reade Place	Poughkeepsie
180	St Francis Hospital	241 North Road	Poughkeepsie
267	Kenmore Mercy Hospital	2950 Elmwood Avenue	Kenmore
210	Erie County Medical Center	462 Grider Street	Buffalo
3067	Millard Fillmore Suburban Hospital	1540 Maple Road	Amherst
213	Mercy Hospital	565 Abbott Road	Buffalo
208	Women And Children's Hospital Of Buffalo	219 Bryant Street	Buffalo
218	Sisters of Charity Hospital	2157 Main Street	Buffalo
292	Sisters of Charity Hospital - St Joseph Campus	2605 Harlem Road	Cheektowaga
216	Roswell Park Cancer Institute	Elm and Carlton Streets	Buffalo
207	Buffalo General Medical Center	100 High Street	Buffalo
1723	Mercy Hospital - Mercy Hospital Orchard Park Division	3669 Southwestern Blvd	Orchard Park
280	Bertrand Chaffee Hospital	224 East Main St	Springville
306	Adirondack Medical Center-Lake Placid Site	Church Street	Lake Placid
309	Moses-Ludington Hospital	1019 Wicker Street	Ticonderoga
303	Elizabethtown Community Hospital	75 Park Street	Elizabethtown
325	Alice Hyde Medical Center	133 Park Street	Malone
324	Adirondack Medical Center-Saranac Lake Site	2233 State Rt 86, P.O. Box 471	Saranac Lake
330	Nathan Littauer Hospital	99 East State Street	Gloversville
339	United Memorial Medical Center North Street Campus	127 North St	Batavia
340	United Memorial Medical Center Bank Street Campus	16 Bank Street	Batavia
362	Little Falls Hospital	140 Burwell Street	Little Falls
379	Carthage Area Hospital Inc	1001 West Street	Carthage
377	River Hospital, Inc.	4 Fuller Street	Alexandria Bay
367	Samaritan Medical Center	830 Washington St	Watertown
1306	New York Methodist Hospital	506 Sixth Street	Brooklyn
1288	Brooklyn Hospital Center - Downtown Campus	121 Dekalb Avenue	Brooklyn
1301	Kings County Hospital Center	451 Clarkson Avenue	Brooklyn
1286	Brookdale Hospital Medical Center	Linden Boulevard at Brookdale Plaza	Brooklyn
1324	Beth Israel Medical Center/Beth Israel Brooklyn	3201 Kings Highway	Brooklyn
1293	New York Community Hospital of Brooklyn, Inc	2525 Kings Highway	Brooklyn
1302	SUNY Downstate Medical Center at LICH	339 Hicks Street	Brooklyn
1294	Coney Island Hospital	2601 Ocean Parkway	Brooklyn
1320	University Hospital of Brooklyn	445 Lenox Road	Brooklyn
1315	Kingsbrook Jewish Medical Center	585 Schenectady Avenue	Brooklyn
1318	Wyckoff Heights Medical Center	374 Stockholm Street	Brooklyn
1304	Lutheran Medical Center	150 55th Street	Brooklyn
1309	Interfaith Medical Center	1545 Atlantic Avenue	Brooklyn
1692	Woodhull Medical & Mental Health Center	760 Broadway	Brooklyn
1305	Maimonides Medical Center	4802 Tenth Avenue	Brooklyn

Facility ID	Name	Zip	County	Number
181	Vassar Brothers Medical Center	12601	Dutchess	1302001H
180	St Francis Hospital	12601	Dutchess	1302000H
267	Kenmore Mercy Hospital	14217	Erie	1404000H
210	Erie County Medical Center	14215	Erie	1401005H
3067	Millard Fillmore Suburban Hospital	14221	Erie	1401014H
213	Mercy Hospital	14220	Erie	1401008H
208	Women And Children's Hospital Of Buffalo	14222	Erie	1401014H
218	Sisters of Charity Hospital	14214	Erie	1401013H
292	Sisters of Charity Hospital - St Joseph Campus	14225	Erie	1401013H
216	Roswell Park Cancer Institute	14263	Erie	1401010H
207	Buffalo General Medical Center	14203	Erie	1401014H
1723	Mercy Hospital - Mercy Hospital Orchard Park Division	14127	Erie	1401008H
280	Bertrand Chaffee Hospital	14141	Erie	1427000H
306	Adirondack Medical Center-Lake Placid Site	12946	Essex	1623001H
309	Moses-Ludington Hospital	12883	Essex	1564701C
303	Elizabethtown Community Hospital	12932	Essex	1552701C
325	Alice Hyde Medical Center	12953	Franklin	1624000H
324	Adirondack Medical Center-Saranac Lake Site	12983	Franklin	1623001H
330	Nathan Littauer Hospital	12078	Fulton	1701000H
339	United Memorial Medical Center North Street Campus	14020	Genesee	1801000H
340	United Memorial Medical Center Bank Street Campus	14020	Genesee	1801000H
362	Little Falls Hospital	13365	Herkimer	2129700C
379	Carthage Area Hospital Inc	13619	Jefferson	2238001H
377	River Hospital, Inc.	13607	Jefferson	2221700C
367	Samaritan Medical Center	13601	Jefferson	2201000H
1306	New York Methodist Hospital	11215	Kings	7001021H
1288	Brooklyn Hospital Center - Downtown Campus	11201	Kings	7001003H
1301	Kings County Hospital Center	11203	Kings	7001016H
1286	Brookdale Hospital Medical Center	11212	Kings	7001002H
1324	Beth Israel Medical Center/Beth Israel Brooklyn	11234	Kings	7002002H
1293	New York Community Hospital of Brooklyn, Inc	11229	Kings	7001008H
1302	SUNY Downstate Medical Center at LICH	11201	Kings	7001037H
1294	Coney Island Hospital	11235	Kings	7001009H
1320	University Hospital of Brooklyn	11203	Kings	7001037H
1315	Kingsbrook Jewish Medical Center	11203	Kings	7001033H
1318	Wyckoff Heights Medical Center	11237	Kings	7001035H
1304	Lutheran Medical Center	11220	Kings	7001019H
1309	Interfaith Medical Center	11213	Kings	7001046H
1692	Woodhull Medical & Mental Health Center	11206	Kings	7001045H
1305	Maimonides Medical Center	11219	Kings	7001020H

Facility ID	Name	Address 1	City
383	Lewis County General Hospital	7785 North State Street	Lowville
393	Nicholas H Noyes Memorial Hospital	111 Clara Barton Street	Dansville
397	Oneida Healthcare	321 Genesee Street	Oneida
401	Community Memorial Hospital Inc	150 Broad St	Hamilton
414	Monroe Community Hospital	435 East Henrietta Road	Rochester
413	Strong Memorial Hospital	601 Elmwood Avenue	Rochester
411	Rochester General Hospital	1425 Portland Avenue	Rochester
412	The Unity Hospital of Rochester-St Marys Campus	89 Genesee Street	Rochester
471	The Unity Hospital of Rochester	1555 Long Pond Road	Rochester
409	Highland Hospital	1000 South Avenue	Rochester
482	St. Mary's Healthcare - Amsterdam Memorial Campus	4988 Sthwy 30	Amsterdam
484	St. Mary's Healthcare	427 Guy Park Avenue	Amsterdam
495	Long Beach Medical Center	455 East Bay Drive	Long Beach
563	St Francis Hospital	100 Port Washington Boulevard	Roslyn
552	Plainview Hospital	888 Old Country Road	Plainview
541	North Shore University Hospital	300 Community Drive	Manhasset
511	Winthrop-University Hospital	259 First Street	Mineola
527	South Nassau Communities Hospital	One Healthy Way	Oceanside
518	Franklin Hospital	900 Franklin Avenue	Valley Stream
513	Mercy Medical Center	1000 North Village Avenue	Rockville Centre
490	Glen Cove Hospital	101 St Andrews Lane	Glen Cove
550	Syosset Hospital	221 Jericho Turnpike	Syosset
551	St. Joseph Hospital	4295 Hempstead Turnpike	Bethpage
528	Nassau University Medical Center	2201 Hempstead Turnpike	East Meadow
1465	Rockefeller University Hospital	1230 York Avenue	New York
1469	St Lukes Roosevelt Hospital - St Lukes Hospital Division	1111 Amsterdam Avenue	New York
1439	Beth Israel Medical Center/Petrie Campus	First Ave at 16th Street	New York
1445	Harlem Hospital Center	506 Lenox Avenue	New York
1438	Bellevue Hospital Center	462 First Avenue	New York
1437	New York-Presbyterian/Lower Manhattan Hospital	170 William Street	New York
1446	NYU Hospital for Joint Diseases	301 E 17th Street	New York
1458	New York Presbyterian Hospital - New York Weill Cornell Center	525 East 68th Street	New York
1447	Hospital for Special Surgery	535 E 70th Street	New York
1454	Metropolitan Hospital Center	1901 First Avenue	New York
3975	New York Presbyterian Hospital - Allen Hospital	5141 Broadway	New York
1453	Memorial Hospital for Cancer and Allied Diseases	1275 York Avenue	New York
1466	St Lukes Roosevelt Hospital Center - Roosevelt Hospital Division	1000 Tenth Avenue	New York
1460	NY Eye and Ear Infirmary	310 East 14th Street	New York
1487	Coler-Goldwater Specialty Hospital & Nursing Facility - Coler Hospital Site	Roosevelt Island	New York
1486	Coler-Goldwater Spec Hosp&Nurs Fac - Goldwater Hospital Site	1 Main Street Roosevelt Island	New York

Facility ID	Name	Zip	County	Number
383	Lewis County General Hospital	13367	Lewis	2424000H
393	Nicholas H Noyes Memorial Hospital	14437	Livingston	2527000H
397	Oneida Healthcare	13421	Madison	2601001H
401	Community Memorial Hospital Inc	13346	Madison	2625000H
414	Monroe Community Hospital	14620	Monroe	2701006H
413	Strong Memorial Hospital	14642	Monroe	2701005H
411	Rochester General Hospital	14621	Monroe	2701003H
412	The Unity Hospital of Rochester-St Marys Campus	14611	Monroe	2754001H
471	The Unity Hospital of Rochester	14626	Monroe	2754001H
409	Highland Hospital	14620	Monroe	2701001H
482	St. Mary's Healthcare - Amsterdam Memorial Campus	12010	Montgomery	2801001H
484	St. Mary's Healthcare	12010	Montgomery	2801001H
495	Long Beach Medical Center	11561	Nassau	2902000H
563	St Francis Hospital	11576	Nassau	2953000H
552	Plainview Hospital	11803	Nassau	2952005H
541	North Shore University Hospital	11030	Nassau	2951001H
511	Winthrop-University Hospital	11501	Nassau	2908000H
527	South Nassau Communities Hospital	11572	Nassau	2950001H
518	Franklin Hospital	11580	Nassau	2910000H
513	Mercy Medical Center	11570	Nassau	2909000H
490	Glen Cove Hospital	11542	Nassau	2901000H
550	Syosset Hospital	11791	Nassau	2951001H
551	St. Joseph Hospital	11714	Nassau	2952006H
528	Nassau University Medical Center	11554	Nassau	2950002H
1465	Rockefeller University Hospital	10021	New York	7002031H
1469	St Lukes Roosevelt Hospital - St Lukes Hospital Division	10025	New York	7002032H
1439	Beth Israel Medical Center/Petrie Campus	10003	New York	7002002H
1445	Harlem Hospital Center	10037	New York	7002009H
1438	Bellevue Hospital Center	10016	New York	7002001H
1437	New York-Presbyterian/Lower Manhattan Hospital	10038	New York	7002054H
1446	NYU Hospital for Joint Diseases	10003	New York	7002053H
1458	New York Presbyterian Hospital - New York Weill Cornell Center	10021	New York	7002054H
1447	Hospital for Special Surgery	10021	New York	7002012H
1454	Metropolitan Hospital Center	10029	New York	7002021H
3975	New York Presbyterian Hospital - Allen Hospital	10034	New York	7002054H
1453	Memorial Hospital for Cancer and Allied Diseases	10021	New York	7002020H
1466	St Lukes Roosevelt Hospital Center - Roosevelt Hospital Division	10019	New York	7002032H
1460	NY Eye and Ear Infirmary	10003	New York	7002026H
1487	Coler-Goldwater Specialty Hospital & Nursing Facility - Coler Hospital Site	10044	New York	7002050H
1486	Coler-Goldwater Spec Hosp&Nurs Fac - Goldwater Hospital Site	10044	New York	7002050H

Facility ID	Name	Address 1	City
1450	Lenox Hill Hospital	100 East 77th Street	New York
1464	New York Presbyterian Hospital - Columbia Presbyterian Center	622 West 168th Street	New York
1456	Mount Sinai Hospital	One Gustave L Levy Place	New York
1463	NYU Hospitals Center	550 First Avenue	New York
585	Eastern Niagara Hospital - Newfane Division	2600 William Street	Newfane
574	Niagara Falls Memorial Medical Center	621 Tenth Street	Niagara Falls
583	Mount St Marys Hospital and Health Center	5300 Military Road	Lewiston
581	Degraff Memorial Hospital	445 Tremont Street	North Tonawanda
565	Eastern Niagara Hospital - Lockport Division	521 East Avenue	Lockport
7528	Mohawk Valley Heart Institute, Inc	2209 Genesee Street	Utica
597	Faxton-St Lukes Healthcare Faxton Division	1676 Sunset Avenue	Utica
589	Rome Memorial Hospital, Inc	1500 N James St	Rome
598	St Elizabeth Medical Center	2209 Genesee St	Utica
599	Faxton-St Lukes Healthcare St Lukes Division	1656 Champlin Avenue	Utica
628	UPSTATE University Hospital at Community General	4900 Broad Road	Syracuse
9059	Crouse Hospital - Commonwealth Division	6010 East Malloy Road	Syracuse
630	St Josephs Hospital Health Center	301 Prospect Avenue	Syracuse
635	University Hospital SUNY Health Science Center	750 East Adams Street	Syracuse
636	Crouse Hospital	736 Irving Avenue	Syracuse
676	Clifton Springs Hospital and Clinic	2 Coulter Road	Clifton Springs
678	F F Thompson Hospital	350 Parrish Street	Canandaigua
671	Geneva General Hospital	196-198 North Street	Geneva
698	St. Luke's Cornwall Hospital/Cornwall	19 Laurel Avenue	Cornwall
699	Orange Regional Medical Center	707 East Main Street	Middletown
704	St Anthony Community Hospital	15 Maple Avenue	Warwick
694	St Luke's Cornwall Hospital/Newburgh	70 Dubois Street	Newburgh
708	Bon Secours Community Hospital	160 East Main Street	Port Jervis
718	Medina Memorial Hospital	200 Ohio Street	Medina
12	Oswego Hospital - Alvin L Krakau Comm Mtl Health Center Div	74 Bunner Street	Oswego
727	Oswego Hospital	110 W Sixth Street	Oswego
739	Aurelia Osborn Fox Memorial Hospital	One Norton Avenue	Oneonta
746	Mary Imogene Bassett Hospital	One Atwell Road	Cooperstown
752	Putnam Hospital Center	670 Stoneleigh Avenue	Carmel
1638	Forest Hills Hospital	102-01 66th Road	Forest Hills
1626	Elmhurst Hospital Center	79-01 Broadway	Elmhurst
1639	Mount Sinai Hospital - Mount Sinai Hospital of Queens	25-10 30th Avenue	Long Island City
1628	Flushing Hospital Medical Center	45th Avenue & Parsons Blvd	Flushing
1637	New York Hospital Medical Center of Queens	56-45 Main Street	Flushing
1629	Jamaica Hospital Medical Center	89th Avenue & Van Wyck Expressway	Jamaica
1630	Long Island Jewish Medical Center	270-05 76th Ave	New Hyde Park

Facility ID	Name	Zip	County	Number
1450	Lenox Hill Hospital	10021	New York	7002017H
1464	New York Presbyterian Hospital - Columbia Presbyterian Center	10032	New York	7002054H
1456	Mount Sinai Hospital	10029	New York	7002024H
1463	NYU Hospitals Center	10016	New York	7002053H
585	Eastern Niagara Hospital - Newfane Division	14108	Niagara	3101000H
574	Niagara Falls Memorial Medical Center	14302	Niagara	3102000H
583	Mount St Marys Hospital and Health Center	14092	Niagara	3121001H
581	Degraff Memorial Hospital	14120	Niagara	1401014H
565	Eastern Niagara Hospital - Lockport Division	14094	Niagara	3101000H
7528	Mohawk Valley Heart Institute, Inc	13501	Oneida	3202004H
597	Faxton-St Lukes Healthcare Faxton Division	13502	Oneida	3202003H
589	Rome Memorial Hospital, Inc	13440	Oneida	3201002H
598	St Elizabeth Medical Center	13501	Oneida	3202002H
599	Faxton-St Lukes Healthcare St Lukes Division	13502	Oneida	3202003H
628	UPSTATE University Hospital at Community General	13215	Onondaga	3301007H
9059	Crouse Hospital - Commonwealth Division	13211	Onondaga	3301008H
630	St Josephs Hospital Health Center	13203	Onondaga	3301003H
635	University Hospital SUNY Health Science Center	13210	Onondaga	3301007H
636	Crouse Hospital	13210	Onondaga	3301008H
676	Clifton Springs Hospital and Clinic	14432	Ontario	3421000H
678	F F Thompson Hospital	14424	Ontario	3429000H
671	Geneva General Hospital	14456	Ontario	3402000H
698	St. Luke's Cornwall Hospital/Cornwall	12518	Orange	3522000H
699	Orange Regional Medical Center	10940	Orange	3523000H
704	St Anthony Community Hospital	10990	Orange	3529000H
694	St Luke's Cornwall Hospital/Newburgh	12550	Orange	3522000H
708	Bon Secours Community Hospital	12771	Orange	3535001H
718	Medina Memorial Hospital	14103	Orleans	3622000H
12	Oswego Hospital - Alvin L Krakau Comm Mtl Health Center Div	13126	Oswego	3702000H
727	Oswego Hospital	13126	Oswego	3702000H
739	Aurelia Osborn Fox Memorial Hospital	13820	Otsego	3801000H
746	Mary Imogene Bassett Hospital	13326	Otsego	3824000H
752	Putnam Hospital Center	10512	Putnam	3950000H
1638	Forest Hills Hospital	11375	Queens	7003013H
1626	Elmhurst Hospital Center	11373	Queens	7003000H
1639	Mount Sinai Hospital - Mount Sinai Hospital of Queens	11102	Queens	7002024H
1628	Flushing Hospital Medical Center	11355	Queens	7003001H
1637	New York Hospital Medical Center of Queens	11355	Queens	7003010H
1629	Jamaica Hospital Medical Center	11418	Queens	7003003H
1630	Long Island Jewish Medical Center	11040	Queens	7003004H

Facility ID	Name	Address 1	City
1635	St Johns Episcopal Hospital So Shore	327 Beach 19th Street	Far Rockaway
1633	Queens Hospital Center	82-68 164th Street	Jamaica
756	Samaritan Hospital	2215 Burdett Avenue	Troy
755	St. Mary's Hospital	1300 Massachusetts Avenue	Troy
9250	The Burdett Care Center	2215 Burdett Avenue	Troy
1473	RUMC-Bayley Seton	75 Vanderbilt Avenue	Staten Island
1741	Staten Island Univ Hosp-Concord Div	1050 Targee Street	Staten Island
1740	Staten Island University Hosp-North	475 Seaview Avenue	Staten Island
1737	Staten Island University Hosp-South	375 Seguine Avenue	Staten Island
1738	Richmond University Medical Center	355 Bard Avenue	Staten Island
6251	The Heart Institute	475 Seaview Ave	Staten Island
779	Good Samaritan Hospital of Suffern	255 Lafayette Avenue	Suffern
775	Helen Hayes Hospital	51 N Route 9W	West Haverstraw
793	Summit Park Hospital-Rockland County Infirmary	Sanatorium Road	Pomona
776	Nyack Hospital	160 North Midland Avenue	Nyack
812	Edward John Noble Hospital of Gouverneur	77 West Barney Street	Gouverneur
798	Claxton-Hepburn Medical Center	214 King Street	Ogdensburg
815	Canton-Potsdam Hospital	50 Leroy St	Potsdam
804	Massena Memorial Hospital	1 Hospital Drive	Massena
817	Clifton-Fine Hospital	1014 Oswegatchie Trail PO Box 10	Star Lake
818	Saratoga Hospital	211 Church Street	Saratoga Springs
830	Ellis Hospital - McClellan Division	600 McClellan Street	Schenectady
829	Ellis Hospital	1101 Nott Street	Schenectady
848	Ellis Hospital - Bellevue Woman's Care Center Division	2210 Troy Road	Niskayuna
831	Sunnyview Hospital and Rehabilitation Center	1270 Belmont Avenue	Schenectady
851	Cobleskill Regional Hospital	178 Grandview Drive	Cobleskill
858	Schuyler Hospital	220 Steuben Street	Montour Falls
5785	St James Mercy Hospital - MercyCare	1 Bethesda Drive	North Hornell
873	Ira Davenport Memorial Hospital Inc	7571 State Route 54	Bath
866	Corning Hospital	176 Denison Parkway East	Corning
870	St James Mercy Hospital	411 Canisteo Street	Hornell
943	St Catherine of Siena Hospital	50 Route 25A	Smithtown
889	Southampton Hospital	240 Meeting House Lane	Southampton
896	St Charles Hospital	200 Belle Terre Road	Port Jefferson
885	Brookhaven Memorial Hospital Medical Center Inc	101 Hospital Road	Patchogue
938	Peconic Bay Medical Center	1300 Roanoke Avenue	Riverhead
925	Good Samaritan Hospital Medical Center	1000 Montauk Highway	West Islip
913	Huntington Hospital	270 Park Avenue	Huntington
245	University Hospital	Health Sciences Center Suny	Stony Brook
924	Southside Hospital	301 East Main St	Bay Shore

Facility ID	Name	Zip	County	Number
1635	St Johns Episcopal Hospital So Shore	11691	Queens	7001024H
1633	Queens Hospital Center	11432	Queens	7003007H
756	Samaritan Hospital	12180	Rensselaer	4102002H
755	St. Mary's Hospital	12180	Rensselaer	4102003H
9250	The Burdett Care Center	12180	Rensselaer	4102004H
1473	RUMC-Bayley Seton	10304	Richmond	7004010H
1741	Staten Island Univ Hosp-Concord Div	10304	Richmond	7004003H
1740	Staten Island University Hosp-North	10305	Richmond	7004003H
1737	Staten Island University Hosp-South	10309	Richmond	7004003H
1738	Richmond University Medical Center	10310	Richmond	7004010H
6251	The Heart Institute	10305	Richmond	7004009H
779	Good Samaritan Hospital of Suffern	10901	Rockland	4329000H
775	Helen Hayes Hospital	10993	Rockland	4322000H
793	Summit Park Hospital-Rockland County Infirmary	10970	Rockland	4353000H
776	Nyack Hospital	10960	Rockland	4324000H
812	Edward John Noble Hospital of Gouverneur	13642	Saint Lawrence	4423700C
798	Claxton-Hepburn Medical Center	13669	Saint Lawrence	4401000H
815	Canton-Potsdam Hospital	13676	Saint Lawrence	4429000H
804	Massena Memorial Hospital	13662	Saint Lawrence	4402000H
817	Clifton-Fine Hospital	13690	Saint Lawrence	4458700C
818	Saratoga Hospital	12866	Saratoga	4501000H
830	Ellis Hospital - McClellan Division	12304	Schenectady	4601001H
829	Ellis Hospital	12308	Schenectady	4601001H
848	Ellis Hospital - Bellevue Woman's Care Center Division	12309	Schenectady	4601001H
831	Sunnyview Hospital and Rehabilitation Center	12308	Schenectady	4601004H
851	Cobleskill Regional Hospital	12043	Schoharie	4720001H
858	Schuyler Hospital	14865	Schuyler	4823700C
5785	St James Mercy Hospital - MercyCare	14843	Steuben	5002001H
873	Ira Davenport Memorial Hospital Inc	14810	Steuben	5022000H
866	Corning Hospital	14830	Steuben	5001000H
870	St James Mercy Hospital	14843	Steuben	5002001H
943	St Catherine of Siena Hospital	11787	Suffolk	5157003H
889	Southampton Hospital	11968	Suffolk	5126000H
896	St Charles Hospital	11777	Suffolk	5149001H
885	Brookhaven Memorial Hospital Medical Center Inc	11772	Suffolk	5123000H
938	Peconic Bay Medical Center	11901	Suffolk	5155000H
925	Good Samaritan Hospital Medical Center	11795	Suffolk	5154001H
913	Huntington Hospital	11743	Suffolk	5153000H
245	University Hospital	11794	Suffolk	5151001H
924	Southside Hospital	11706	Suffolk	5154000H

Facility ID	Name	Address 1	City
891	Eastern Long Island Hospital	201 Manor Place	Greenport
895	John T Mather Memorial Hospital of Port Jefferson New York Inc	75 North Country Road	Port Jefferson
968	Catskill Regional Medical Center - G. Hermann Site	8081 Rt 97	Callicoon
971	Catskill Regional Medical Center	P.O. Box 800 68 Harris-Bushville Rd	Harris
977	Cayuga Medical Center at Ithaca	101 Dates Drive	Ithaca
989	HealthAlliance Hospital Mary's Avenue Campus	105 Marys Avenue	Kingston
990	HealthAlliance Hospital Broadway Campus	396 Broadway	Kingston
1002	Ellenville Regional Hospital	10 Healthy Way	Ellenville
1005	Glens Falls Hospital	100 Park Street	Glens Falls
1028	Newark-Wayne Community Hospital	111 Driving Park Avenue	Newark
1117	Northern Westchester Hospital	400 East Main Street	Mount Kisco
1098	St Joseph's Medical Center	127 South Broadway	Yonkers
1138	Blythedale Childrens Hospital	95 Bradhurst Avenue	Valhalla
1099	SJRH - Park Care Pavilion	Two Park Avenue	Yonkers
1047	New York Presbyterian Hospital - Westchester Division	21 Bloomingdale Road	White Plains
1046	Winifred Masterson Burke Rehabilitation Hospital	785 Mamaroneck Avenue	White Plains
1133	St Joseph's MC-St Vincents Westchester Division	275 North Street	Harrison
1122	Lawrence Hospital Center	55 Palmer Avenue	Bronxville
1072	Sound Shore Medical Center of Westchester	16 Guion Place	New Rochelle
1045	White Plains Hospital Center	41 East Post Road	White Plains
1129	Phelps Memorial Hospital Assn	701 North Broadway	Sleepy Hollow
1039	Hudson Valley Hospital Center	1980 Crompond Road	Cortlandt Manor
1124	SJRH - Dobbs Ferry Pavillion	128 Ashford Avenue	Dobbs Ferry
1061	Mount Vernon Hospital	12 North 7th Avenue	Mount Vernon
1139	Westchester Medical Center	100 Woods Road	Valhalla
1097	SJRH - St Johns Division	967 North Broadway	Yonkers
1153	Wyoming County Community Hospital	400 North Main Street	Warsaw
1158	Soldiers and Sailors Memorial Hospital of Yates County Inc	418 North Main Street	Penn Yan

Facility ID	Name	Zip	County	Number
891	Eastern Long Island Hospital	11944	Suffolk	5127000H
895	John T Mather Memorial Hospital of Port Jefferson New York Inc	11777	Suffolk	5149000H
968	Catskill Regional Medical Center - G. Hermann Site	12723	Sullivan	5263700C
971	Catskill Regional Medical Center	12742	Sullivan	5263000H
977	Cayuga Medical Center at Ithaca	14850	Tompkins	5401001H
989	HealthAlliance Hospital Mary's Avenue Campus	12401	Ulster	5501000H
990	HealthAlliance Hospital Broadway Campus	12401	Ulster	5501001H
1002	Ellenville Regional Hospital	12428	Ulster	5526700C
1005	Glens Falls Hospital	12801	Warren	5601000H
1028	Newark-Wayne Community Hospital	14513	Wayne	5820000H
1117	Northern Westchester Hospital	10549	Westchester	5920000H
1098	St Joseph's Medical Center	10701	Westchester	5907002H
1138	Blythedale Childrens Hospital	10595	Westchester	5957000H
1099	SJRH - Park Care Pavilion	10703	Westchester	5907001H
1047	New York Presbyterian Hospital - Westchester Division	10605	Westchester	7002054H
1046	Winifred Masterson Burke Rehabilitation Hospital	10605	Westchester	5902002H
1133	St Joseph's MC-St Vincents Westchester Division	10528	Westchester	5907002H
1122	Lawrence Hospital Center	10708	Westchester	5922000H
1072	Sound Shore Medical Center of Westchester	10802	Westchester	5904000H
1045	White Plains Hospital Center	10601	Westchester	5902001H
1129	Phelps Memorial Hospital Assn	10591	Westchester	5932000H
1039	Hudson Valley Hospital Center	10567	Westchester	5901000H
1124	SJRH - Dobbs Ferry Pavillion	10522	Westchester	5907001H
1061	Mount Vernon Hospital	10550	Westchester	5903000H
1139	Westchester Medical Center	10595	Westchester	5957001H
1097	SJRH - St Johns Division	10701	Westchester	5907001H
1153	Wyoming County Community Hospital	14569	Wyoming	6027000H
1158	Soldiers and Sailors Memorial Hospital of Yates County Inc	14527	Yates	6120700C

New York State Department of Health NQF/NYPORTS Hospital Reporting Guide

NQF/NYPORTS EVENT	NQF/NYPORTS Code	IMPLEMENTATION GUIDANCE
Level 1 Events RCA REQUIRED	ADDITIONAL SPECIFICATIONS	
701 Patient or staff death or serious injury associated with a burn incurred from any source in the course of a patient care process in a healthcare setting	Report as Code 701.	<p>See Glossary for definitions of "Serious". See Glossary for definition of "Injury." See Glossary for definition of "Associated with."</p> <p><u>This event is intended to capture:</u> Burns occurring during inpatient or outpatient service encounters. Burns caused by heat, chemicals (including extravasation), electricity, radiation, or gases.</p> <p><u>This event is not intended to capture :</u> Burns that occur in non-patient care areas.</p>
911 Surgery or other invasive procedure performed on the wrong site	Report as Code 911 with the appropriate sub code.* Defined as any surgery or invasive procedure performed on a body part or site that is not consistent with the documented procedural or surgical plan for the patient. *Sub codes DIG: wrong digit LEV: wrong level SID: wrong side SIT: wrong site	See Glossary for definition of "Surgery." <p><u>This event is intended to capture instances of:</u> Surgery or invasive procedures on the correct body part or site but on the wrong location on the body i.e., left/right (appendages/organs). Surgery includes endoscopies and other invasive procedures. Surgery or invasive procedure that proceeds to surgical incision or beyond. Wrong site surgery, corrected intra-operatively, is still a wrong site procedure if the surgery had begun, based on the definition above. Wrong level spinal surgery. Incorrectly placed vascular catheters or tubes (for example: feeding tubes placed in the lung or ventilation tubes passed into the esophagus). Events regardless of setting (i.e. OR, ambulatory surgical suite, post anesthesia recovery unit endoscopy unit, ICU, ED, L & D, patient beside, etc.).</p> <p><u>This event is not intended to capture:</u> Events involving misadministration of radiation, radioactive material, and/or contrast media. Report these events under Code 914. Please refer to "Level 2 Events" for a description of Code 914.</p>

NQF/NYPORTS EVENT	NQF/NYPORTS Code	IMPLEMENTATION GUIDANCE
<p>911 Surgery or other invasive procedure performed on the wrong patient</p>	<p>Report as Code 911 with the appropriate sub code.* Defined as any invasive or surgical procedure on a patient that is not consistent with the documented procedural or surgical plan for that patient.</p> <p>*Sub code PAT: wrong patient</p>	<p>See Glossary for definition of "Surgery."</p> <p><u>This event is intended to capture:</u> Surgical or invasive procedures (whether or not completed) initiated on one patient intended for a different patient. Events regardless of setting (i.e. OR, ambulatory surgical suite, post anesthesia care unit, endoscopy unit, ICU, ED, L & D, patient beside, etc.) Invasive procedures, including but not limited to: endoscopies, chest tube insertions, central line insertions, insertion of stents.</p> <p><u>This event is not intended to capture:</u> Events involving misadministration of radiation, radioactive material, and/or contrast media to the wrong patient. Report these events under Code 914. Please refer to "Level 2 Events" for a description of Code 914.</p>
<p>911 Wrong surgical or other invasive procedure performed on a patient</p>	<p>Report as Code 911 with the appropriate sub code.* Defined as any invasive or surgical procedure performed on a patient that is not consistent with the documented procedural or surgical plan for that patient.</p> <p>*Sub code OTH: wrong procedure</p>	<p>See Glossary for definition of "Surgery."</p> <p><u>This event is intended to capture:</u> Insertion of the wrong medical implant into the correct surgical site, including implants/devices which have been compromised, i.e. improper storage, exceeds the expiration date, etc. Includes the administration of anesthesia not consistent with the documented procedural or surgical plan for the patient. Wrong invasive or surgical procedure performed on a patient related to error of omission, laboratory or radiological findings. Events regardless of setting (i.e. OR, ambulatory surgical suite, post anesthesia recovery unit, endoscopy unit, ICU, ED, L & D, patient bedside, etc.) Invasive procedures, including but not limited to: endoscopies, chest tube insertions, central line insertions, insertions of stents.</p> <p><u>This event is not intended to capture:</u> Events involving misadministration of radiation, radioactive material, and/or contrast media (i.e. when the administration of contrast was not part of the ordered diagnostic imaging study). Report these events under Code 914. Please refer to "Level 2 Events" for a description of Code 914.</p>

<p>913 Unintended retention of a foreign object in a patient after surgery or other invasive procedure</p>	<p>Report as Code 913 with the appropriate sub code.*</p> <p>*Sub code: CAT Catheter DR Drain DB Drill Bit GW Guidewire INS Instrument LP Lap Pad NE Needle SP Sponge TO Towel VS Vaginal Sponge OTH Other</p>	<p>See Glossary for definition of "Unintended retention." See Glossary for definition of "Surgery." See Glossary for definition of "When surgery begins and ends."</p> <p><u>This event is intended to capture:</u> Occurrences of unintended retention of objects after counts have concluded, the surgical incision has been closed, and/or operative device(s) such as probes have been removed from the patient, regardless of setting, (e.g. O.R, ambulatory surgical suite, post anesthesia recovery unit, endoscopy unit, ICU, ED, L & D, patient beside, etc.) and regardless of whether the object is to be removed after discovery. Unintentionally retained objects following obstetric and gynecological procedures. Retained foreign bodies include but are not limited to: surgical sponges, lap pads, instruments, needles, guidewires, catheters, drains, drill bits, and vaginal sponges. Foreign bodies retained due to equipment malfunction or defective product. Please refer to code 938 for retention of foreign objects associated with serious injury or death.</p> <p><u>This event is not intended to capture:</u> Objects identified at the time of surgery that are intentionally left in when the risk of removal exceeds the risk of retention (i.e. micro-needles, broken screws).</p>
<p>915 Patient death or serious injury resulting from the irretrievable loss of an irreplaceable biologic specimen</p>	<p>Report as Code 915 with appropriate sub code.*</p> <p>*Sub code BIO: death OR serious injury related to the loss of a biologic specimen</p>	<p>See Glossary for definition of "Serious" See Glossary for definition of "Injury"</p> <p><u>This event is intended to capture:</u> Events where specimens are misidentified, and another procedure cannot be done to produce a specimen. Events where the loss of a specimen results in an undiagnosed disease, or threat of disease, that changes the patient's risk status for life, requiring monitoring not needed before the event.</p>

<p>915 Patient death or serious injury associated with a fall while being cared for in a healthcare setting</p>	<p>Report as Code 915 with appropriate sub code.*</p> <p>*Sub code FAL: fall related death OR serious injury</p>	<p>See Glossary for definition of "Serious." See Glossary for definition of "Injury." See Glossary for definition of "Associated with." See Glossary for definition of "Fall."</p> <p><u>This event is intended to capture :</u> Falls occurring in patient care areas (i.e. patient rooms, hallways, bathrooms, tub/showers, stairways, hospital grounds, etc.).</p>
<p>915 Patient death or serious injury associated from failure to follow up or communicate lab, pathology, or radiology test results</p>	<p>Report as Code 915 with appropriate sub code.*</p> <p>*Sub code LPR: death OR serious injury from failure to communicate test results</p>	<p>See Glossary for definition of "Serious" See Glossary for definition of "Injury" See Glossary for definition of "Associated with"</p> <p><u>This event is intended to capture:</u> Failure to follow up or communicate test results involving a new diagnosis, or an advancing stage of an existing diagnosis. Failure to follow up or communicate may be limited to healthcare staff, or may involve the patient.</p>
<p>915 Death or serious injury of patient or staff associated with the introduction of a metallic object into the MRI area</p>	<p>Report as Code 915 with appropriate sub code.*</p> <p>*Sub code MRI: death OR serious injury associated with a metallic object into the MRI area</p>	<p>See Glossary for definition of "Serious." See Glossary for definition of "Injury." See Glossary for definition of "Associated with."</p> <p><u>This event is intended to capture:</u> Events related to material inside the patient's body or projectiles outside the patient's body.</p>

<p>915 Maternal death or serious injury associated with labor or delivery while being cared for in a healthcare setting</p>	<p>Report as Code 915 with appropriate sub code.*</p> <p>*Sub code MAT: maternal death OR serious injury</p>	<p>See Glossary for definition of "Serious." See Glossary for definition of "Injury." See Glossary for definition of "Associated with."</p> <p><u>This event is intended to capture:</u> Includes events that occur within 42 days post-delivery. The facility's obligation is to report the event when it is made aware of the maternal death or serious injury, either by re-admittance, or by notification of the patient/patient's representative. If the inpatient admission is to other than the birth setting, please contact DOH NYPORTS Coordinator.</p> <p><u>This event is not intended to capture:</u> Patient events related to trauma (i.e. patient in extremis on arrival: gunshot wound, stabbing, motor vehicle accident).</p>
<p>915 Death or serious injury of a neonate associated with labor or delivery</p>	<p>Report as Code 915 with appropriate sub code.*</p> <p>*Sub code NEO: neonatal or stillborn death OR serious injury.</p>	<p>See Glossary for definition of "Serious." See Glossary for definition of "Injury." See Glossary for definition of "Neonate." See Glossary for definition of "Associated with." See Glossary for definition of "Fetus."</p> <p><u>This event is intended to capture:</u> A patient is admitted to the hospital with a viable fetus, but a neonatal death occurs during the hospital stay. Intra-uterine fetal demise on admission when the patient was seen at an OB related extension clinic/facility listed on the hospital's operating certificate within the past 72 hours and was deemed to have a viable fetus. Unplanned admission to an inpatient setting within 24 hours of delivery. If the inpatient admission is to other than the birth setting, please contact DOH NYPORTS Coordinator.</p> <p><u>This event is not intended to capture:</u> Death of fetus /neonate with presence of congenital anomalies incompatible with life (e.g., Anencephalus, Trisomy 13, 18, Tracheal or Pulmonary Atresia, multiple life threatening congenital anomalies).</p>

<p>915 Patient death or serious injury in circumstances other than those related to the natural course of illness, disease or proper treatment in accordance with generally accepted medical standards</p>	<p>Report as Code 915 with appropriate sub code.*</p> <p>*Sub code PHL: death OR serious injury in circumstances other than those related to natural course of illness, disease or proper treatment</p>	<p>See Glossary for definition of "Serious." See Glossary for definition of "Injury."</p> <p><u>This event is intended to capture:</u> Patient death or serious injury from failure to identify and/or treat a post-operative complication in a timely an appropriate manner (regardless of ASA class) Patient death or serious injury from failure to timely and/or appropriately diagnose/treat/transfer/ a patient in the Emergency Department</p> <p><u>This event is not intended to capture:</u> Events that meet the specific reporting criteria of Codes 701-963</p>
<p>915 Patient death or serious injury associated with the use of physical restraints or bedrails while being cared for in a healthcare setting</p>	<p>Report as Code 915 with appropriate sub code.*</p> <p>*Sub code RES: death OR serious injury associated with physical restraints/bedrails</p>	<p>See Glossary for definition of "Serious." See Glossary for definition of "Injury." See Glossary for definition of "Associated with."</p> <p><u>This event is intended to capture:</u> Events where physical restraints or bedrails are implicated in death or serious injury including, but not limited to, strangulation or entrapment.</p>

<p>915 Patient death or serious injury associated with a medication error (i.e. errors involving the wrong drug, wrong dose, wrong patient, wrong time, wrong rate, wrong preparation, or wrong route of administration, and omissions.</p>	<p>Report as: Primary Occurrence Code <u>108</u> (medication error associated with serious injury). Use Detail Code 915 with RX sub code.</p> <p style="text-align: center;">OR</p> <p>Primary Occurrence Code <u>109</u> (medication error associated with a near death event). Use Detail Code 915 with RX sub code.</p> <p style="text-align: center;">OR</p> <p>Primary Occurrence Code <u>110</u> (medication error associated with a patient death). Use Detail Code 915 with RX sub code</p> <p>*Sub code RX: death OR serious injury associated with a medication error</p> <p>NOTE: The Medication Supplement Page must be completed.</p>	<p>See Glossary for definition of "Serious." See Glossary for definition of "Injury." See Glossary for definition of "Associated with."</p> <p><u>This event is intended to capture :</u> The most serious medication errors including occurrences in which a patient receives a medication for which there is a contraindication, or a patient known to have serious allergies to specific medications/agents, receives those medications/agents, resulting in serious injuries or death. These events may occur as a result of failure to collect information about contraindications or allergies, failure to review such information available in information systems, failure of the organization to ensure availability of such information and prominently display that information within information systems, or other system failures that are determined through investigation to be cause of the adverse event.</p> <p>Occurrences in which a patient dies or suffers serious injury as a result of failure to administer a prescribed medication. Occurrences in which a patient dies or suffers serious injury as a result of wrong administration technique. Drug-to-drug interaction(s) for which there is known potential for death or serious injury. Events related to the prescribing, transcription, dispensing, and administration of medications.</p> <p><u>This event is not intended to capture:</u> Patient death or serious injury associated with allergies that could not have been reasonably known or discerned in advance of the event.</p>
<p>915 Intraoperative or immediately</p>	<p>Report as Code 915 with the appropriate sub code.*</p>	<p>"Immediately post-operative" means within 24 hours after surgery (or other invasive procedure) was completed, or after administration of anesthesia (if surgery/procedure was not completed).</p>

<p>post-operative/post procedure death in an ASA (American Society of Anesthesiology) Class 1 or Class 1E patient</p>	<p>*Sub code SUR: surgical death</p>	<p><u>This event is intended to capture:</u> ASA Class 1 patient death associated with administration of anesthesia, whether or not the planned surgical procedure was carried out. <u>ASA 1:</u> normally healthy patient. No systemic disease. (<u>ASA 1E</u> indicates the procedure was emergent).</p> <p><u>This event is not intended to capture:</u> Intraoperative or immediate post-operative death in an ASA Class 2-5 patient. <u>ASA 2:</u> Patient with mild systemic disease that results in no functional limitations (i.e. hypertension, diabetes mellitus, chronic bronchitis, extremes of age). <u>ASA 3:</u> Patient with severe systemic disease that results in functional limitations (i.e. poorly controlled diabetes mellitus with vascular complications, angina pectoris, prior myocardial infarction, pulmonary disease that limits activity). <u>ASA 4:</u> Patient with an incapacitating systemic disease that is a constant threat to life (e.g., unstable angina pectoris, advanced pulmonary, renal or hepatic dysfunction). <u>ASA 5:</u> Moribund patient who is not expected to survive for 24 hours with or without operation or medical therapy. A moribund patient who is not expected to survive without the operation (e.g., ruptured abdominal aortic aneurysm, pulmonary embolus, and head injury with increased intracranial pressure).</p>
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<p>921 Death or serious injury of a patient or staff member resulting from a physical assault (i.e., battery) that occurs within or on the grounds of a healthcare setting</p>	<p>Report as Code 921</p>	<p>See Glossary for definition of "Serious." See Glossary for definition of "Injury."</p> <p><u>This event is not intended to capture assaults on visitors.</u></p>
<p>922 Patient suicide, attempted suicide, or self harm that results in serious injury while being cared for in a healthcare setting</p>	<p>Report as Code 922.</p> <p>Includes events that result from patient actions after admission to a healthcare setting.</p>	<p>See Glossary for definition of "Serious." See Glossary for definition of "Injury."</p> <p><u>This event is intended to capture:</u> All cases of attempted suicide regardless of injury.</p> <p><u>This event is not intended to capture;</u> Patient suicide or attempted suicide when the patient is not physically present in the healthcare setting.</p>

<p>923 Patient death or serious injury associated with patient elopement (disappearance)</p>	<p>Report as Code 923.</p>	<p>See Glossary for definition of "Serious." See Glossary for definition of "Injury." See Glossary for definition of "Associated with." See Glossary for definition of "Elopement."</p> <p><u>This event is intended to capture:</u> Cases of death or serious injury as a result of an elopement.</p> <p><u>This event is not intended to capture:</u> Events involving competent adults with decision-making capacity who leave against medical advice or voluntarily leave without being seen.</p>
<p>938 Patient death or serious injury associated with the use or function of a device in patient care in which the device is used or functions other than as intended</p>	<p>Report as Code 938.</p>	<p>See Glossary for definition of "Serious." See Glossary for definition "Injury." See Glossary for definition of "Associated with." See Glossary for definition of "Medical Device."</p> <p>Please include the equipment/device name, manufacturer, model #, serial #.</p> <p><u>This event is intended to capture:</u> Malfunction of equipment during treatment or diagnosis, or a defective product resulting in patient death or serious injury.</p> <p>Equipment user error during treatment or diagnosis which results in patient death or serious injury.</p> <p><u>Note:</u> the Food and Drug Administration (FDA) requires that any malfunction of equipment during a diagnosis or treatment resulting in harm requiring medical or surgical intervention is reported to them.</p>
<p>961 Abduction of a patient of any age</p>	<p>Report as Code 961</p>	<p>See Glossary for definition of "Abduction."</p>

<p>962 Discharge or release of a patient of any age, who is unable to make decisions, to other than an authorized person</p>	<p>Report as Code 962.</p>	<p>See Glossary for definition of "Decision-making capacity." See Glossary for definition of "Authorized." Examples of individuals who do not have "decision-making capacity" include newborns, minors, adults with Alzheimer's Disease.</p>
<p>963 Sexual abuse/Sexual assault on a patient or staff member within or on the grounds of a healthcare setting</p>	<p>Report as Code 963</p>	<p>See Glossary for definition of "Sexual Abuse/Sexual Assault." <u>This event is not intended to capture abuse/assaults on visitors.</u></p>

Level 2 Events No RCA required	ADDITIONAL SPECIFICATIONS	Non-NQF CODE New York State Code
914 Misadministration of radiation or radioactive material (as defined by BERP, Section 16.25, 10 NYCRR)	Report as Code 914 RCA <u>may</u> be required by BERP or DOH.	<u>This event is intended to capture:</u> Misadministration involving diagnostic or therapeutic use ionizing radiation (radioactive materials, x-rays, and electrons). Includes the wrong source, wrong patient, wrong body part, an area not intended to be irradiated, as well as radiopharmaceuticals with activity that differs from what was ordered. Includes the administration of contrast media to the wrong patient, by the wrong route, or when contrast media was not a part of the ordered diagnostic imaging study. Includes the performance of a computed tomography (CT) scan on the wrong patient, or the wrong body part, or when not specifically ordered to do so.
931 Strike by hospital staff	Report as Code 931	<u>This event is not intended to capture:</u> Pending strike
932 External disaster outside the control of the hospital, which effects facility operations	Report as Code 932	<u>This event is intended to capture:</u> Natural or catastrophic disasters
933 Termination of any services vital to the continued safe operation of the hospital or to the health and safety of its patients and personnel	Report as Code 933	<u>This event is intended to capture, but not be limited to:</u> Anticipated or actual termination of telephone, electric, gas, fuel, water, heat, air conditioning, rodent or pest control, laundry services, or food or contract services. <u>This event is not intended to capture:</u> Planned transitions with seamless continuation of services

934 Poisoning occurring within the hospital.	Report as Code 934	<u>This event is intended to capture:</u> Water, air and food poisoning
935 Hospital fire or other internal disaster disrupting patient care or causing harm to patients or staff.	Report as Code 935	
OTHER		
Patient death or serious injury associated with unsafe administration of blood products	Report to: Department of Health Wadsworth Center Blood Resources Program	All significant adverse outcomes and errors involving blood transfusion (equipment-related or otherwise), including deaths, are to be submitted to the <u>Blood and Tissue Resources Program</u> at the Wadsworth Center, using the "Transfusion/Blood Bank - Related Incident Report Form." Submit report within seven calendar days of the incident or its discovery. Click here for link to Wadsworth Center Blood Resource Program Incident Report Link to Wadsworth Center Blood Resource Program Page: http://www.wadsworth.org/labcert/blood_tissue/forms/index.htm

NYPORTS GLOSSARY

TERM	DEFINITION
Abduction	Means the taking away of a person by persuasion, by fraud, or by open force or violence. ¹
Adverse	Describes a consequence of care that results in an undesired outcome. It does not address preventability. ²
Associated with	Means it is reasonable to initially assume that the adverse event was due to the referenced course of care; further investigation and/or root cause analysis of the unplanned event may be needed to confirm or refute the presumed relationship. ³
Authorized	Means the guardian or other individual(s) having the legally recognized ability to consent on behalf of a minor or incapacitated individual (surrogate), or person designated by the surrogate to release or consent for the patient. ⁴
Decision-making capacity	Means the ability to understand information relevant to a decision and the ability to appreciate the reasonably foreseeable consequences of a decision (or lack of a decision). ⁵
Elopement	Refers to a situation where a patient or resident who is cognitively, physically, mentally, emotionally, and/or chemically impaired wanders/walks/runs away, escapes, or otherwise leaves a caregiving institution or setting unsupervised, unnoticed, and/or prior to their scheduled discharge. ⁶
Fall	A sudden, unintended, uncontrolled downward displacement of a patient's body to the ground or other object. This includes situations where a patient falls while being assisted by another person, but excludes falls resulting from a purposeful action or violent blow. ⁷
Fetus	Means greater or equal to 28 weeks gestation or greater or equal too 1000 grams weight. ⁸

¹ National Quality Forum (NQF).

² Ibid.

³ Ibid.

⁴ Ibid.

⁵ Ibid.

⁶ Ibid.

⁷ Ibid.

⁸ New York Patient Occurrence Reporting and Tracking System (NYPORTS), Version 3, April 3, 2003.

CMS Section 413.65 (a) (2))

Healthcare Setting (“on the grounds of”)	<p>On the grounds of a healthcare setting is the “physical area immediately adjacent to the setting’s main buildings,” other areas that are not contiguous to the main buildings but are located within 250 yards of the main buildings, and any other areas determined on an individual basis.”⁹</p> <p>“Main buildings” are considered to be those entities where the patient obtains provision of healthcare services; the entities include, but are not limited to, extension clinics.</p>
Infant	Defined as a child under the age of one year. ¹⁰
Injury	Means physical damage that substantially limits one or more of the major life activities of an individual in the short term, which may become a disability if extended long term. Further, injury includes a substantial change in the patient’s long-term risk status such that care or monitoring, based on accepted standards, is required that was not required before the event. ¹¹
Medical Device	<p>An instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory</p> <p>Recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them</p> <p>Intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.¹²</p>
Neonate	Newborn less than 28 days of age. ¹³
Serious	Describes an event that can result in death, loss of a body part, disability, loss of bodily function, or require major intervention for correction (e.g. higher level of care, surgery). ¹⁴
Sexual Abuse/Sexual Assault	Defined as the forcing of unwanted sexual activity by one person on another, as by the use of threats or coercion or sexual activity that is deemed

⁹ CMS Section 413.65 (a)(2)

¹⁰ National Quality Forum, (SRE 2006; Stedman’s online dictionary).

¹¹ National Quality Forum (NQF).

¹² Food and Drug Administration.

¹³ National Quality Forum (NQF).

¹⁴ Ibid.

	improper or harmful, as between an adult and a minor or with a person of diminished mental capacity. ¹⁵
Surgery	An invasive operative procedure in which skin or mucous membranes and connective tissue is incised or the procedure is carried out using an instrument that is introduced into a natural body orifice.
Surgery begins	Surgery begins, regardless of setting, at the point of surgical incision, tissue puncture, or the insertion of an instrument into tissues, cavities, or organs. ¹⁶
Surgery ends	Surgery ends after all incisions or procedural access routes have been closed in their entirety, device (s) such as probes or instruments have been removed, and, if relevant, final surgical counts confirming accuracy of counts and resolving any discrepancies have concluded <u>and the patient has been taken from the operating/procedure room.</u>
Unintended retention	Refers to a foreign object introduced into the body during a surgical or other invasive procedure, without removal prior to the end of the surgery or procedure, which the surgeon or other practitioner did not intend to leave in the body. ¹⁷

¹⁵ Ibid.

¹⁶ Ibid.

¹⁷ Ibid.

Attachment 16

Computer Sciences Corporation - (EP1710) MAR-SUR Element Changes

SURS Medicaid Analytical Extract Layout (P1S10000)

01 MAEW-0000-EXTRACT-RECD.

05 MAEW-EXTRACT-DATA.

10 MAEW-COMMON-SECTION.

15	MAEW-H002-RECORD-CODE	PIC X(01).
15	MAEW-0167-BSE-AMT-SRC-CD	PIC X(02).
15	MAEW-C188-CLM-STATUS-TYPE	PIC X(01)
15	MAEW-0537-CLAIMS-TCN	PIC 9(16).
15	MAEW-0429-CLAIMS-LINE-NUM	PIC S9(04).
15	MAEW-0429-A-LIN-NUM	PIC S9(04).
15	MAEW-0429-A-LIN-NUM-HDR	PIC S9(04).
15	MAEW-9882-G-SYS-ID-PTK	PIC S9(04).
15	MAEW-C506-PREV-CLAIM-REF	PIC X(16).
15	MAEW-C289-RETRO-IND	PIC X(01).
15	MAEW-0327-FIN-RETRO-SEQ-NUM	PIC 9(04).
15	MAEW-0005-FINL-PAYMT-TYPE-CD	PIC X(01).
15	MAEW-C044-CHECK-NO	PIC X(15).
15	MAEW-C056-EDIT-KEY	PIC X(04).
15	MAEW-C072-SERV-NO	PIC X(04).
15	MAEW-C201-REMIT-NO	PIC X(11).
15	MAEW-3505-90DAY-2YR-IND	PIC X(02).
15	MAEW-F425-CLAIM-SVC-AGE	PIC 9(02).
15	MAEW-F434-CYCLE-NO	PIC 9(04).
15	MAEW-1010-RECIP-NO	PIC X(08).
15	MAEW-1010-CLIENT-ALT-ID	PIC X(08).
15	MAEW-F488-RECP-CNT	PIC S9(01).
15	MAEW-1120-RECIP-ZIP.	
20	MAEW-1120-ASSOC-ZIP	PIC X(05).
20	MAEW-1120-ZIP4	PIC X(04).
15	MAEW-1180-BIRDTE	PIC X(10).
15	MAEW-1190-RECIP-RACE	PIC X(01).
15	MAEW-1210-RECIP-SEX	PIC X(01).
15	MAEW-1240-RECIP-CATEG	PIC X(02).
15	MAEW-1270-DEATH-IND	PIC X(01).
15	MAEW-1280-TPL-CARRIER-CODE	PIC X(10).
15	MAEW-7041-DOB	PIC X(10).
15	MAEW-3023-PATIENT-CONTROL-NO	PIC X(20).
15	MAEW-6613-FCN-NUM	PIC X(15).
15	MAEW-6613-RLTD-FCN-NUM	PIC X(15).
15	MAEW-2001-PROV-NO	PIC X(08).
15	MAEW-2017-PROV-COUNTY	PIC X(02).
15	MAEW-3017-PROV-LOC-SERV	PIC X(03).
15	MAEW-3016-PLACE-SERV	PIC X(02).
15	MAEW-5165-SB-PLAN-TYPE	PIC X(01).
15	MAEW-5166-SB-PLAN-CODE	PIC X(02).
15	MAEW-0519-AUDIT-NUMBER	PIC X(17).
15	MAEW-0730-FILE-ID	PIC X(18).
15	MAEW-2019-PROV-CATEG	PIC X(04).
15	MAEW-H001-OLS-COS.	
20	MAEW-H001-COS-1-2	PIC 9(02).
20	MAEW-H001-COS-3-4	PIC 9(02).
20	MAEW-H001-COS-5-6	PIC 9(02).

20	MAEW-H001-COS-7-8	PIC 9(02).
20	MAEW-H001-COS-9-10	PIC 9(02).
15	MAEW-G046-SUB-COS	PIC 9(03).
15	MAEW-H001-SURS-COS	PIC X(02).
15	MAEW-F490-DETAILCAT	PIC X(10).
15	MAEW-3301-CLAIMS-TYPE-CODE	PIC X(01).
15	MAEW-4309-NCCI-CLMS-EDIT-KEY	PIC S9(10).
15	MAEW-4309-NCCI-CLMS-EDIT-KEY2	PIC S9(10).
15	MAEW-9984-BASE-CNT	PIC S9(02).
15	MAEW-9984-COND-CODE-CNT	PIC S9(02).
15	MAEW-9984-CLMS-DIAG-CNT	PIC S9(04).
15	MAEW-9984-CLMS-PROC-CNT	PIC S9(04).
15	MAEW-9984-CLMS-DTTH-CNT	PIC S9(04).
15	MAEW-9984-CNT-LI-CMPND-CNT	PIC S9(03).
15	MAEW-9984-CNT-RLTD-HST-CNT	PIC S9(03).
15	MAEW-9984-DUR-CNT	PIC S9(02).
15	MAEW-0425-MARS-CLAIM-LI-SEQ-NO	PIC S9(02).
15	MAEW-3006-PRIMARY-DIAG	PIC X(10).
15	MAEW-3007-SECONDARY-DIAG	PIC X(10).
15	MAEW-5055-PROC-CODE-1	PIC X(07).
15	MAEW-3013-SERV-DATE	PIC X(10).
15	MAEW-3015-END-DT-SERV	PIC X(10).
15	MAEW-3013-LI-SERV-DATE	PIC X(10).
15	MAEW-3015-LI-END-DT-SERV	PIC X(10).
15	MAEW-3150-PAYMT-DATE	PIC X(10).
15	MAEW-F473-RPT-DATE	PIC 9(06).
15	MAEW-3010-BILL-DATE	PIC X(10).
15	MAEW-4309-CLMS-EDIT-KEY2	PIC X(04).
15	MAEW-2048-SPEC-CODE	PIC X(03).
15	MAEW-2055-CNTRL-FAC	PIC X(02).
15	MAEW-1716-P-REVV-SEL-SET-NUM	PIC S9(10).
15	MAEW-0602-DATE-OF-DEATH	PIC X(10).
15	MAEW-0586-CASE-NUM	PIC X(10).
15	MAEW-F450-RECD-TYPE.	
20	MAEW-F450-RECD-TYPE-2	PIC X(02).
20	MAEW-F450-RECD-TYPE-MOD	PIC X(01).
15	MAEW-F303-GRID-SERV-KEY	PIC X(10).
15	MAEW-F300-OVERB-FLAG	PIC X(01).
15	MAEW-3046-PRIOR-APPR-NO	PIC X(11).
15	MAEW-0971-CLIENT-AGE-YRS	PIC S9(04).
15	MAEW-3253-MED-REC-NO	PIC X(20).
15	MAEW-1162-PEER-GROUP	PIC X(03).
15	MAEW-C279-CLAIM-CLASS	PIC X(02).
15	MAEW-3426-SA-EXCPT-CODE	PIC X(01).
15	MAEW-5076-SPEC-PROG	PIC X(10).
15	MAEW-3403-CLAIM-MEDIUM-TYPE	PIC X(01).
15	MAEW-C795-ORIG-TREATMENT-IND	PIC X(01).
15	MAEW-3227-PROC-CODE-MOD-1	PIC X(02).
15	MAEW-3227-PROC-CODE-MOD-2	PIC X(02).
15	MAEW-3227-PROC-CODE-MOD-3	PIC X(02).
15	MAEW-3227-PROC-CODE-MOD-4	PIC X(02).
15	MAEW-C505-SEX-CODE-CLAIM	PIC X(01).
15	MAEW-1230-OFFICE	PIC X(03).
15	MAEW-1221-TRANS-DIST	PIC X(02).
15	MAEW-1050-RECIP-NAME.	
20	MAEW-1050-RECIP-LAST-NAME	PIC X(17).
20	MAEW-1050-RECIP-FIRST-NAME	PIC X(10).

20	MAEW-1050-RECIP-MID-INIT	PIC X(01).
15	MAEW-2646-LAST-NAM	PIC X(60).
15	MAEW-2647-FST-NAM	PIC X(35).
15	MAEW-2648-MI-NAM	PIC X(25).
15	MAEW-2498-X12-VER-CD	PIC X(01).
15	MAEW-2502-X12-ICD-CD	PIC X(01).
15	MAEW-2501-PREG-CD	PIC X(01).
15	MAEW-A037-TMA-IND	PIC X(01).
15	MAEW-C607-RESTRCT-EXCPTN-IND	PIC X(01).
15	MAEW-1840-RRE-CODES.	
20	MAEW-1840-RRE-CODE-TABLE OCCURS 6 TIMES INDEXED BY MEAW-PRE-INDX.	
25	MAEW-1840-PRE-CODE	PIC X(2).
15	MAEW-0001-DOC-CNTRL-NUMBER	PIC X(12).
15	MAEW-2006-OUT-OF-STATE-CODE	PIC X(01).
15	MAEW-2047-PRAC-TYPE	PIC X(02).
15	MAEW-2002-TYPE-PRACTICE	PIC X(03).
15	MAEW-2003-PROV-NAME	PIC X(35).
15	MAEW-3249-ADJUST-CODE	PIC X(01).
15	MAEW-3146-NO-ATTACH	PIC S9(04).
15	MAEW-3169-SPEC-CONSID-IND	PIC X(01).
15	MAEW-3500-CO-PAY-BYPASS	PIC X(02).
15	MAEW-A032-POST-AND-CLEAR	PIC X(01).
15	MAEW-A032-UTIL-THRESHOLD	PIC X(01).
15	MAEW-C573-TYPE-OF-SERVICE	PIC X(01).
15	MAEW-C500-NO-DEBIT-ADJIN	PIC X(01).
15	MAEW-C538-SPECIAL-FUNDING-IND	PIC X(01).
15	MAEW-C094-CURR-NO-REAS	PIC S9(03).
15	MAEW-C093-TTL-NUMBER-REAS	PIC S9(04).
15	MAEW-C091-NUM-TIMES-RECY	PIC S9(02).
15	MAEW-3055-STATUS	PIC X(01).
15	MAEW-5003-DIAG-CLASS-CODES.	
20	MAEW-5003-CLASS-CODE-1	PIC X(02).
20	MAEW-5003-CLASS-CODE-2	PIC X(02).
15	MAEW-5051-PRIOR-APRVL-CD	PIC X(01).
15	MAEW-C288-CYCLE-NUM	PIC S9(04).
15	MAEW-3054-ADJUD-DTE-CYMD	PIC X(10).
15	MAEW-0878-CLMS-ADJUD-TIME	PIC X(08).
15	MAEW-C219-STATE-PEND-DTE-CYMD	PIC X(10).
15	MAEW-1678-MARS-CMS-AGE-CD	PIC X(1).
15	MAEW-8131-REFR-SVC-AREA-CD	PIC X(1).
15	MAEW-2195-REG-CD	PIC X(02).
15	MAEW-F441-INV-IND-CD	PIC X(01).
15	MAEW-F445-DED-COINS-IND	PIC X(01).
15	MAEW-F477-NYC-FUND-AREA	PIC X(01).
15	MAEW-2201-LOM-RECORD-CODE	PIC X(01).
15	MAEW-1627-MARS-CMS-AGE-MOS	PIC S9(5).
15	MAEW-C557-PROV-PEND-DT	PIC X(10).
15	MAEW-C791-MAN-REVIEW-IND	PIC X(01).
15	MAEW-C792-SA-APPLIED	PIC X(01).
15	MAEW-3002-I-TRAN-CODE	PIC X(04).
15	MAEW-0161-CLAIMS-DOC-TYPE-CODE	PIC X(1).
15	MAEW-0141-XOVER-HDR-TY-CD	PIC X(01).
15	MAEW-2363-MCARE-ICN	PIC X(23).
15	MAEW-2364-PREV-MCARE-ICN	PIC X(23).
15	MAEW-C063-DISABILITY	PIC X(01).
15	MAEW-5085-PEND-DENY	PIC X(01).

15	MAEW-2779-MARS-CMS-DOB-DT	PIC X(10).
15	MAEW-1320-MARS-FNDNG-EXC-CD	PIC X(1).
15	MAEW-5084-PRAC-FREQ-TIMES	PIC X(02).
15	MAEW-5084-PRAC-FREQ-OCCURS	PIC X(02).
15	MAEW-5086-MED-DENT-LMT-CD	PIC X(01).
15	MAEW-1404-MARS-RATE-VARIANCE	PIC S9(5)V99.
15	MAEW-2362-DRUG-REBATE-TY-CD	PIC X(1).
15	MAEW-1380-DRUG-UNIT-OF-MEAS	PIC X(02).
15	MAEW-3233-REFILL-IND	PIC X(02).
15	MAEW-3234-BRAND-NECESS	PIC X(01).
15	MAEW-3251-QTY-DISPENSED	PIC S9(7)V999.
15	MAEW-F485-CLAIM-CNT	PIC S9(01).
15	MAEW-F487-UNITS	PIC S9(04).
15	MAEW-3185-EMERG-IND	PIC X(01).
15	MAEW-3203-FAM-PLAN-IND	PIC X(01).
15	MAEW-F484-FAMILY-PLAN	PIC X(01).
15	MAEW-3204-CHAP-SCREEN	PIC X(01).
15	MAEW-3214-ABOR-STER	PIC X(01).
15	MAEW-F452-STERABOR	PIC X(01).
15	MAEW-1403-ZERO-FILL-IND	PIC X(01).
15	MAEW-0693-MCARE-COVG-CD	PIC X(01).
15	MAEW-1576-PERM-DENY-IND	PIC X(01).
15	MAEW-1576-LI-PERM-DENY-IND	PIC X(01).
15	MAEW-3148-ACCID-IND	PIC X(02).
15	MAEW-F306-CTHP-EX-CD	PIC X(01).
15	MAEW-1455-CLMS-PYR-CD-OI	PIC X(02).
15	MAEW-1455-CLMS-PYR-CD-MCARE-A	PIC X(02).
15	MAEW-1455-CLMS-PYR-CD-MCARE-B	PIC X(02).
15	MAEW-1455-CLMS-PYR-CD-16	PIC X(02).
15	MAEW-1455-LI-OTHIN16-CN-IND	PIC X(02).
15	MAEW-0425-LI-OTHIN16-SEQ-NO	PIC X(01).
15	MAEW-0425-LI-MCARE-B-SEQ-NO	PIC X(01).
15	MAEW-0425-LI-OTHIN-SEQ-NO	PIC X(01).
15	MAEW-0425-CLMS-OTHIN-SEQ-NO	PIC X(01).
15	MAEW-0425-CLMS-MCARE-A-SEQ-NO	PIC X(01).
15	MAEW-0425-CLMS-MCARE-B-SEQ-NO	PIC X(01).
15	MAEW-0425-CLMS-OTHIN16-SEQ-NO	PIC X(01).
15	MAEW-5014-RX-CODE	PIC X(11).
15	MAEW-5024-THERAP-CODE	PIC X(05).
15	MAEW-5026-ITEM-TYPE	PIC X(02).
15	MAEW-5035-GENERIC-CODE	PIC X(05).
15	MAEW-3099-RX-NO	PIC X(12).
15	MAEW-5022-ALLOW-REFILLS	PIC S9(03)V.
15	MAEW-3018-REFILL-NUM	PIC S9(09).
15	MAEW-3247-DATE-ORDERED	PIC X(10).
15	MAEW-1092-LI-SUBM-UNITS	PIC S9(08)V999.
15	MAEW-3029-LI-REIMB-UNITS	PIC S9(08)V999.
15	MAEW-3005-ORD-RX-PRV-ID	PIC X(08).
15	MAEW-2002-ORD-RX-PRV-LIC-NUM	PIC X(08).
15	MAEW-2165-ORD-RX-PRV-PROF-CD	PIC X(03).
15	MAEW-3004-REF-PRV-ID	PIC X(08).
15	MAEW-2002-REF-PRV-LIC-NUM	PIC X(08).
15	MAEW-2165-REF-PRV-PROF-CD	PIC X(03).
15	MAEW-3003-ATD-OTH-PRV-ID	PIC X(08).
15	MAEW-2002-ATD-OTH-PRV-LIC-NUM	PIC X(08).
15	MAEW-2165-ATD-OTH-PRV-PROF-CD	PIC X(03).
15	MAEW-3100-AST-OPR-PRV-ID	PIC X(08).

15	MAEW-2002-AST-OPR-PRV-LIC-NUM	PIC X(08).
15	MAEW-2165-AST-OPR-PRV-PROF-CD	PIC X(03).
15	MAEW-C198-RND-SVC-PROV-ID	PIC X(08).
15	MAEW-1563-PHRMCST-ID REDEFINES	
	MAEW-C198-RND-SVC-PROV-ID	PIC X(08).
15	MAEW-C198-PROV-RND-SVC-LIC-NUM	PIC X(08).
15	MAEW-1570-PHRMCST-LIC-NUM REDEFINES	
	MAEW-C198-PROV-RND-SVC-LIC-NUM	PIC X(08).
15	MAEW-2165-PROV-RND-SVC-PROF-CD	PIC X(03).
15	MAEW-2165-PHRMCST-PROF-CD REDEFINES	
	MAEW-2165-PROV-RND-SVC-PROF-CD	PIC X(03).
15	MAEW-6477-PROV-NPI	PIC X(10).
15	MAEW-2135-PROV-ENTY-ID	PIC X(08).
15	MAEW-2134-PROV-NPI-REQ	PIC X(01).
15	MAEW-2208-PROV-DRVTN-CD	PIC X(01).
15	MAEW-2141-PROV-ORIG-CD	PIC X(01).
15	MAEW-1563-PROV-OTHR-ID	PIC X(08).
15	MAEW-1563-PROV-ORIG-ID	PIC X(08).
15	MAEW-9805-PROV-ZIP-CD	PIC X(15).
15	MAEW-6477-RND-SVC-PRV-NPI	PIC X(10).
15	MAEW-6477-PHRMCST-NPI REDEFINES	
	MAEW-6477-RND-SVC-PRV-NPI	PIC X(10).
15	MAEW-2208-RND-SVC-PRV-DRVTN-CD	PIC X(01).
15	MAEW-2208-PHRMCST-DRVTN-CD REDEFINES	
	MAEW-2208-RND-SVC-PRV-DRVTN-CD	PIC X(01).
15	MAEW-2134-RND-SVC-PRV-NPI-REQ	PIC X(01).
15	MAEW-2134-PHRMCST-NPI-REQ REDEFINES	
	MAEW-2134-RND-SVC-PRV-NPI-REQ	PIC X(01).
15	MAEW-6477-REF-PRV-NPI	PIC X(10).
15	MAEW-2135-REF-PRV-ENTY-ID	PIC X(08).
15	MAEW-2208-REF-PRV-DRVTN-CD	PIC X(01).
15	MAEW-2134-REF-PRV-NPI-REQ	PIC X(01).
15	MAEW-2141-REF-PRV-ORIG-CD	PIC X(01).
15	MAEW-1563-REF-PRV-MMIS-OTH-ID	PIC X(08).
15	MAEW-6477-ATD-OTH-PRV-NPI	PIC X(10).
15	MAEW-2208-ATD-OTH-PRV-DRVTN-CD	PIC X(01).
15	MAEW-2134-ATD-OTH-PRV-NPI-REQ	PIC X(01).
15	MAEW-1563-ATD-OTH-PRV-ID	PIC X(08).
15	MAEW-6477-AST-OPR-PRV-NPI	PIC X(10).
15	MAEW-2208-AST-OPR-PRV-DRVTN-CD	PIC X(01).
15	MAEW-2134-AST-OPR-PRV-NPI-REQ	PIC X(01).
15	MAEW-1563-AST-OPR-PRV-ID	PIC X(08).
15	MAEW-6477-ORD-RX-PRV-NPI	PIC X(10).
15	MAEW-2135-ORD-RX-PRV-ENTY-ID	PIC X(08).
15	MAEW-2208-ORD-RX-PRV-DRVTN-CD	PIC X(01).
15	MAEW-2141-ORD-RX-PRV-ORIG-CD	PIC X(01).
15	MAEW-2134-ORD-RX-PRV-NPI-REQ	PIC X(01).
15	MAEW-1403-CLMS-OTHIN-ZERO-FILL	PIC X(01).
15	MAEW-1403-CLMS-OTHIN16-ZERO-FL	PIC X(01).
15	MAEW-1403-CLMS-MCARE-A-ZERO-FL	PIC X(01).
15	MAEW-1403-CLMS-MCARE-B-ZERO-FL	PIC X(01).
15	MAEW-2514-CLMS-OTHIN-RM-AMT	PIC S9(09)V99.
15	MAEW-2514-CLMS-MCARE-A-RM-AMT	PIC S9(09)V99.
15	MAEW-2514-CLMS-MCARE-B-RM-AMT	PIC S9(09)V99.
15	MAEW-2514-LI-OTHIN-RM-AMT	PIC S9(07)V99.
15	MAEW-2514-LI-OTHIN16-RM-AMT	PIC S9(07)V99.
15	MAEW-2514-LI-MCARE-B-RM-AMT	PIC S9(07)V99.

15	MAEW-2512-CLMS-OTHIN-OT-AMT	PIC S9(09)V99.
15	MAEW-2512-CLMS-MCARE-A-OT-AMT	PIC S9(09)V99.
15	MAEW-2512-CLMS-MCARE-B-OT-AMT	PIC S9(09)V99.
15	MAEW-2512-LI-OTHIN-OT-AMT	PIC S9(07)V99.
15	MAEW-2512-LI-OTHIN16-OT-AMT	PIC S9(07)V99.
15	MAEW-2512-LI-MCARE-B-OT-AMT	PIC S9(07)V99.
15	MAEW-3157-AMT-DUE	PIC S9(09)V99.
15	MAEW-3157-LI-PAID-AMT	PIC S9(09)V99.
15	MAEW-3033-MED-PAYMENT-A.	
20	MAEW-3033-MED-PAYMT-PART-A	PIC S9(09)V99.
15	MAEW-3033-MED-PAYMENT-B.	
20	MAEW-3033-MED-PAYMT-PART-B	PIC S9(09)V99.
15	MAEW-3199-CLM-CHRG	PIC S9(07)V99.
15	MAEW-1025-LI-CHRG-AMT	PIC S9(07)V99.
15	MAEW-0564-CLAIMS-ALLOW-AMT	PIC S9(07)V99.
15	MAEW-3235-MEDICARE-APP-A.	
20	MAEW-3235-MEDICARE-APP-PART-A	PIC S9(09)V99.
15	MAEW-3235-MEDICARE-APP-B.	
20	MAEW-3235-MEDICARE-APP-PART-B	PIC S9(09)V99.
15	MAEW-F437-THIRD-PARTY-PAYMT	PIC S9(09)V99.
15	MAEW-3031-OTH-INS-PAID.	
20	MAEW-3031-OTH-INS-PAID-N	PIC S9(09)V99.
15	MAEW-1560-RECIP-PAY-AMT	PIC S9(09)V99.
15	MAEW-5016-COPAY-AMT	PIC S9(09)V99.
15	MAEW-F442-DEDUCT-AMT	PIC S9(09)V99.
15	MAEW-F443-COINS-AMT	PIC S9(09)V99.
15	MAEW-3506-DEDUCT-COINS-AMT	PIC S9(09)V99.
15	MAEW-S001-PART-A-COINS	PIC S9(09)V99.
15	MAEW-S001-PART-B-COINS	PIC S9(09)V99.
15	MAEW-S033-PART-A-DEDUCT	PIC S9(09)V99.
15	MAEW-S033-PART-B-DEDUCT	PIC S9(09)V99.
15	MAEW-S040-CO-PAY-PART-A	PIC S9(09)V99.
15	MAEW-S040-CO-PAY-PART-B	PIC S9(09)V99.
15	MAEW-0481-CLAIMS-PYR-CP-AMT-OI	PIC S9(9)V99.
15	MAEW-0482-CLAIMS-PYR-DD-AMT-OI	PIC S9(9)V99.
15	MAEW-1085-CLAIMS-PYR-PD-AMT-OI	PIC S9(9)V99.
15	MAEW-1105-CLAIMS-PYR-AL-AMT-OI	PIC S9(9)V99.
15	MAEW-1013-CLAIMS-PYR-CO-AMT-OI	PIC S9(9)V99.
15	MAEW-0743-CLAIMS-CALC-TOT-AMT	PIC S9(9)V99.
15	MAEW-1025-CLAIMS-TOT-CHRG-AMT	PIC S9(9)V99.
15	MAEW-0481-CLAIMS-PYR-CP-AMT-16	PIC S9(9)V99.
15	MAEW-0482-CLAIMS-PYR-DD-AMT-16	PIC S9(9)V99.
15	MAEW-1085-CLAIMS-PYR-PD-AMT-16	PIC S9(9)V99.
15	MAEW-1105-CLAIMS-PYR-AL-AMT-16	PIC S9(9)V99.
15	MAEW-1013-CLAIMS-PYR-CO-AMT-16	PIC S9(9)V99.
15	MAEW-2514-CLAIMS-PYR-RM-AMT-16	PIC S9(9)V99.
15	MAEW-2512-CLAIMS-PYR-OT-AMT-16	PIC S9(9)V99.
15	MAEW-2503-C-TOT-PR-AMT	PIC S9(9)V99.
15	MAEW-2503-C-LI-TOT-PR-AMT	PIC S9(7)V99.
15	MAEW-1013-LI-OTHIN16-CO-AMT	PIC S9(7)V99.
15	MAEW-0482-LI-OTHIN16-DD-AMT	PIC S9(07)V99.
15	MAEW-0481-LI-OTHIN16-CP-AMT	PIC S9(07)V99.
15	MAEW-1105-LI-OTHIN16-AL-AMT	PIC S9(07)V99.
15	MAEW-1085-LI-OTHIN16-PD-AMT	PIC S9(07)V99.
15	MAEW-1705-DLY-PRCS-IND	PIC X(01).
15	MAEW-3342-C-TOT-ACT-REIMB-AMT	PIC S9(9)V9(2).

EP1710
(DE#3342)

EP1710	15	MAEW-3397-C-HDR-SPNDWN-CD	PIC X(02).
(DE#3397) EP1710	15	FILLER	PIC
X(186).			

10	MAEW-INST-SECTION.		
15	MAEW-9992-BYPASS-PRORATE	PIC X(01).	
15	MAEW-1455-LI-MCARE-B-CN-IND	PIC X(02).	
15	MAEW-1455-LI-OTHIN-CN-IND	PIC X(02).	
15	MAEW-9992-PAID-LINE-IND	PIC X(01).	
15	MAEW-9992-LAST-PAID-LINE-IND	PIC X(01).	
15	MAEW-3282-CHAMPUS	PIC X(01).	
15	MAEW-3137-MED-DAYS	PIC S9(04).	
15	MAEW-0406-FIN-RETRO-DATE-FROM	PIC X(10).	
15	MAEW-0407-FIN-RETRO-DATE-TO	PIC X(10).	
15	MAEW-0442-R-REV-CODE	PIC X(04).	
15	MAEW-2078-RATE-CODE	PIC X(04).	
15	MAEW-2085-RATE-TYPE-CD	PIC X(02).	
15	MAEW-2365-DRG-MDC-CD	PIC X(2).	
15	MAEW-2366-DRG-ROM-CD	PIC X(1).	
15	MAEW-2372-DRG-MED-SURG-CD	PIC X(1).	
15	MAEW-2367-DRG-SOI-CD	PIC X(01).	
15	MAEW-3092-PROC-DATE	PIC X(10).	
15	MAEW-3011-ADMIT-DATE	PIC X(10).	
15	MAEW-3108-DISCH-DT	PIC X(10).	
15	MAEW-G030-MED-LOS	PIC 9(05).	
15	MAEW-G040-TOTAL-LOS	PIC 9(05).	
15	MAEW-5055-INST-LINE-PROC-CDE	PIC X(05).	
15	MAEW-2110-PROV-PT-CLINIC-CERT.		
20	MAEW-2110-PROV-PT-CERT-NO	PIC X(11).	
20	MAEW-2110-PROV-PT-LITRL	PIC X(02).	
15	MAEW-2253-LI-APG-FNL-SIW-NUM	PIC S9(3)V9(5).	
15	MAEW-2253-LI-APG-SIW-NUM	PIC S9(03)V9(5).	
15	MAEW-2251-LI-APG-TY-CD	PIC X(01).	
15	MAEW-2249-LI-PYMT-ACT-CD	PIC X(01).	
15	MAEW-2248-LI-BLND-TY-CD	PIC X(01).	
15	MAEW-2252-LI-APG-CD	PIC X(05).	
15	MAEW-2250-LI-UNASGN-CD	PIC X(02).	
15	MAEW-9992-APG-FLAG	PIC X(01).	
15	MAEW-3336-DRG-CODE.		
20	MAEW-3336-DRG-CODE-N	PIC 9(04).	
15	MAEW-3340-DRG-PAYMENT-TYPE-IND	PIC X(01).	
15	MAEW-3291-DISCH-STAT	PIC X(02).	
15	MAEW-3101-NAT-OF-ADMISS	PIC 9(01).	
15	MAEW-3297-TP-ALT-CARE-REQ	PIC X(02).	
15	MAEW-3298-TP-ALT-CARE-DATE	PIC X(10).	
15	MAEW-3337-SERV-INT-WGT	PIC S99V9(4).	
15	MAEW-3338-3422-3423-SS-OUT-PCT	PIC SV999.	
15	MAEW-3341-SHORT-OUT-ALC-DAYS	PIC S9(04).	
15	MAEW-0394-TY-OF-BILL-1-2	PIC X(02).	
15	MAEW-0395-TY-OF-BILL-3	PIC X(01).	
15	MAEW-0138-ADM-SRC-CD	PIC X(01).	
15	MAEW-1093-VALUE-CD-1	PIC X(02).	
15	MAEW-1093-VALUE-CD-2	PIC X(02).	
15	MAEW-1093-VALUE-CD-3	PIC X(02).	
15	MAEW-1093-VALUE-CD-4	PIC X(2).	
15	MAEW-1093-VALUE-CD-5	PIC X(02).	
15	MAEW-2254-PRIN-DIAG-POA-CD	PIC X(01).	

15	MAEW-2254-ADMIT-DIAG-POA-CD	PIC X(01).
15	MAEW-4157-RSNVST-DIAG-CD	PIC X(10).
15	MAEW-4157-RSN-VISIT-DIAG-CD2	PIC X(10).
15	MAEW-4157-RSN-VISIT-DIAG-CD3	PIC X(10).
15	MAEW-3343-DRG-GROUPER-NUM	PIC X(02).
15	MAEW-3342-3420-AVG-LTH-STY	PIC S9(05)V99.
15	MAEW-3421-COST-OUTLIER-IND	PIC X(01).
15	MAEW-3012-ADMISSION-HR	PIC X(02).
15	MAEW-3290-DISCH-HR	PIC X(02).
15	MAEW-C356-SA-DAYS	PIC S9(04).
15	MAEW-C503-STAY-DATE-CYMD	PIC X(10).
15	MAEW-3029-UNITS	PIC S9(8)V9(3).
15	MAEW-3093-NON-COV-DAYS	PIC S9(04).
15	MAEW-3093-LEAVE-DAYS	PIC S9(04).
15	MAEW-3167-BED-RESERV-DAYS	PIC S9(04).
15	MAEW-3339-TOTAL-DAYS-PD	PIC S9(04).
15	MAEW-3134-PART-A-DAYS.	
20	MAEW-3134-PART-A-DAYS-N	PIC S9(04).
15	MAEW-3135-COINS-DAYS	PIC S9(04).
15	MAEW-2683-CLAIMS-LGTH-STAY-DYS	PIC S9(3).
15	MAEW-1095-CLAIMS-OCC-CD	PIC X(2).
15	MAEW-3136-L-T-R-DAYS	PIC S9(04).
15	MAEW-3270-FULL-DA-1	PIC S9(04).
15	MAEW-1183-CALC-DAYS-NUM	PIC S9(04).
15	MAEW-1029-C-LI-TPL-AMT	PIC S9(07)V99.
15	MAEW-1094-VALUE-AMT-1	PIC S9(07)V99.
15	MAEW-1094-VALUE-AMT-2	PIC S9(07)V99.
15	MAEW-1094-VALUE-AMT-3	PIC S9(07)V99.
15	MAEW-3367-BIRTH-WGT	PIC S9(07)V99.
15	MAEW-3367-BIRTH-WGT-2	PIC S9(07)V99.
15	MAEW-C511-MAX-ALLOW-FEE-A	PIC S9(05)V99.
15	MAEW-2682-LI-FEDERAL-AMT	PIC S9(09)V9(8).
15	MAEW-2769-LI-STATE-AMT	PIC S9(09)V9(8).
15	MAEW-2762-LI-LOCAL-AMT	PIC S9(09)V9(8).
15	MAEW-2246-LI-APG-PD-AMT	PIC S9(06)V99.
15	MAEW-2220-LI-EXSTNG-PD-AMT	PIC S9(06)V99.
15	MAEW-0743-LI-CLC-ALLW-AMT	PIC S9(07)V99.
15	MAEW-1013-LI-OTHIN-CO-AMT	PIC S9(07)V99.
15	MAEW-0482-LI-OTHIN-DD-AMT	PIC S9(07)V99.
15	MAEW-1105-LI-OTHIN-AL-AMT-O.	
20	MAEW-1105-LI-OTHIN-AL-AMT	PIC S9(07)V99.
15	MAEW-0481-LI-MCARE-B-CP-AMT	PIC S9(07)V99.
15	MAEW-0481-LI-OTHIN-CP-AMT	PIC S9(07)V99.
15	MAEW-1013-LI-MCARE-B-CO-AMT	PIC S9(07)V99.
15	MAEW-1085-LI-MCARE-B-PD-AMT-B.	
20	MAEW-1085-LI-MCARE-B-PD-AMT	PIC S9(07)V99.
15	MAEW-0482-LI-MCARE-B-DD-AMT	PIC S9(07)V99.
15	MAEW-1105-LI-MCARE-B-AL-AMT-B.	
20	MAEW-1105-LI-MCARE-B-AL-AMT	PIC S9(07)V99.
15	MAEW-1085-LI-OTHIN-PD-AMT-O.	
20	MAEW-1085-LI-OTHIN-PD-AMT	PIC S9(07)V99.
15	MAEW-1026-LI-COPAY-AMT	PIC S9(09)V99.
15	MAEW-C242-OTHER-COVERAGE	PIC S9(09)V99.
15	MAEW-C243-MEDICAID-GROSS	PIC S9(09)V99.
15	MAEW-C244-REDUCTION	PIC S9(09)V99.
15	MAEW-2517-C-COMORBID-WGT	PIC S9(2)V9(4).
15	MAEW-2518-C-MR-WGT	PIC S9(2)V9(4).

	15	MAEW-2515-C-READMIT-IND	PIC X(01).
	15	MAEW-2516-C-CLNT-AGE-WGT	PIC S9(2)V9(4).
	15	MAEW-2519-C-TOT-WGT	PIC S9(8)V9(4).
	15	MAEW-1092-C-ECT-UNT-NUM	PIC S9(8)V9(3).
	15	MAEW-0537-C-RLTD-TCN-NUM	PIC X(16).
	15	MAEW-2645-HH-EPIS-WGT-FCTR	PIC S9(2)V9(5).
	15	MAEW-2601-HH-WIF-FCTR-NUM	PIC S9(2)V9(5).
	15	MAEW-2602-HH-OUT-THRSHLD-AMT	PIC S9(7)V9(2).
	15	MAEW-2520-HH-TOT-SVC-AMT	PIC S9(9)V9(2).
	15	MAEW-1096-HH-ASSESS-DT	PIC X(10).
	15	MAEW-2600-LI-HH-PRC-AMT	PIC S9(7)V9(2).
	15	MAEW-3046-LI-PRIOR-APPR-NO	PIC X(11).
	15	MAEW-4309-LI-NCCI-CLMS-EDIT-KEY	PIC S9(10).
	15	MAEW-C056-LI-EDIT-KEY	PIC X(04).
	15	MAEW-3297-HLTH-HM-CLNT-PYMT-WGT	PIC S9(3)V9(4).
EP1710	15	MAEW-3343-C-LI-ACT-REIMB-AMT	PIC S9(7)V9(2).
(DE#3343)			
EP1710	15	MAEW-3397-C-LI-SPNDWN-CD	PIC X(02).
(DE#3397)			
EP1710	15	FILLER	PIC X(104).

10		MAEW-PROF-SECTION REDEFINES MAEW-INST-SECTION.	
	15	MAEW-2042-CONFL-PROC-CD	PIC X(07).
	15	MAEW-2042-ANES-RLTD-PROC-1	PIC X(07).
	15	MAEW-2042-ANES-RLTD-PROC-2	PIC X(07).
	15	MAEW-2510-AMB-PAT-CNT	PIC S9(04).
	15	MAEW-2511-ANES-ADTL-UNT-NUM	PIC S9(04).
	15	MAEW-2505-MED-NECC-DAYS-NUM	PIC S9(04).
	15	MAEW-2506-DME-RENT-PRC	PIC S9(07)V99.
	15	MAEW-2508-DME-PURCH-PRC	PIC S9(07)V99.
	15	MAEW-2509-RENT-IND-CD	PIC X(01).
	15	MAEW-2324-LIC-PLATE	PIC X(8).
	15	MAEW-2325-DRIVER-LIC	PIC X(9).
	15	MAEW-C251-RENT-FLAG	PIC X(01).
	15	MAEW-1565-TOOTH-QUAD-1	PIC X(02).
	15	MAEW-1565-TOOTH-QUAD-2	PIC X(02).
	15	MAEW-1565-TOOTH-QUAD-3	PIC X(02).
	15	MAEW-1565-TOOTH-QUAD-4	PIC X(02).
	15	MAEW-1565-TOOTH-QUAD-5	PIC X(02).
	15	MAEW-3405-PAYSRCE-MED-A	PIC X(01).
	15	MAEW-C789-OTHINS-PAYMENT-IND	PIC X(01).
	15	MAEW-2045-PROVGRP-ID	PIC X(08).
	15	MAEW-1563-SUPV-PRV-ID	PIC X(08).
	15	MAEW-1563-RND-SVC-PRV-ID	PIC X(08).
	15	MAEW-1563-ORD-RX-PRV-ID	PIC X(08).
	15	MAEW-6477-SUPV-PRV-NPI	PIC X(10).
	15	MAEW-2208-SUPV-PRV-DRVTN-CD	PIC X(01).
	15	MAEW-2134-SUPV-PRV-NPI-REQ	PIC X(01).
	15	MAEW-1563-SUPV-PRV-OTH-ID	PIC X(08).
	15	MAEW-6477-PROVGRP-NPI	PIC X(10).
	15	MAEW-2135-PROVGRP-ENTY-ID	PIC X(08).
	15	MAEW-1563-PROVGRP-ID	PIC X(08).
	15	MAEW-2208-PROVGRP-DRVTN-CD	PIC X(01).
	15	MAEW-2141-PROVGRP-ORIG-CD	PIC X(01).
	15	MAEW-2134-PROVGRP-NPI-REQ	PIC X(01).
	15	MAEW-0425-LI-MCARE-A-SEQ-NO	PIC X(01).
	15	MAEW-2558-POLICY-CODES.	

20 MAEW-2558-PLCY-CODE-TABLE OCCURS 6 TIMES
INDEXED BY MEAW-PLCY-INDX.

25 MAEW-2558-POLICY-CD PIC X(2).

15 MAEW-3084-PSTOP-END-DT PIC X(10).

15 FILLER PIC X(633).

10 MAEW-PHRM-SECTION REDEFINES MAEW-PROF-SECTION.

15 MAEW-2011-PRESCRIPT-SERIAL-NO PIC X(12).

15 MAEW-2135-PHRMCST-ENTY-ID PIC X(08).

15 MAEW-2371-PRSCPTN-ORGN-CD PIC X(1).

15 MAEW-2373-DRUG-GPI-CD PIC X(14).

15 MAEW-1838-DRUG-GCN-SEQ-NUM PIC X(6).

15 MAEW-0080-R-SPEC-THERA-CD PIC X(03).

15 MAEW-1055-INGR-DISCT-PCT PIC S9(01)V9(4).

15 MAEW-0710-ALLW-INGR-AMT PIC S9(07)V99.

15 MAEW-0874-RX-DENIAL-OVERRIDE PIC X(02).

15 MAEW-0874-DRUG-RX-OVRRD-CD-2 PIC X(02).

15 MAEW-0874-DRUG-RX-OVRRD-CD-3 PIC X(02).

15 MAEW-2141-PHRMCST-ORIG-CD PIC X(01).

15 MAEW-3232-DAYS-SUPPLY PIC S9(09).

15 MAEW-0317-CLAIMS-DRUG-RT-CD PIC X(1).

15 MAEW-3972-BASIS-COST-DETERM-CD PIC X(2).

15 MAEW-3031-DRUG-ROUTE-CD PIC X(11).

15 MAEW-2499-DRUG-CMPND-TYPE-CD PIC X(2).

15 MAEW-2500-DRUG-DOSE-FORM-CD PIC X(02).

15 MAEW-3012-DRUG-UNIT-FORM-IND PIC X(01).

15 MAEW-0882-ELIG-OVRRD-CD PIC X(01).

15 MAEW-3078-OTHR-INS-IND PIC X(01).

15 FILLER PIC X(724).

10 MAEW-HIPP-SECTION REDEFINES MAEW-PHRM-SECTION.

15 MAEW-2488-HIPP-COST-EFF-CD PIC X(1).

15 MAEW-2481-HIPP-PGM-TYPE PIC X(1).

15 MAEW-2480-HIPP-PAYMT-TYPE PIC X(1).

15 MAEW-0039-HIPP-PAYMT-FREQ PIC X(1).

15 MAEW-2561-T-PLCY-NUM PIC X(16).

15 MAEW-2588-T-PLCY-SEQ-NUM PIC X(16).

15 MAEW-2482-T-USER-ID-RQSTNG PIC X(8).

15 MAEW-2484-T-USER-ID-APPRVNG PIC X(8).

15 MAEW-2475-T-CVRG-HIPP-DBN PIC S9(10).

15 MAEW-2476-T-CVRG-HIPP-SEQ-NUM PIC S9(4).

15 FILLER PIC X(753).

05 MAEW-MARS-DATA-AREA.

10 MAEW-MARS-DATA-SECTION OCCURS 1 TO 12 TIMES
DEPENDING ON MAEW-0425-MARS-CLAIM-LI-SEQ-NO
INDEXED BY MAEW-INDX.

15 MAEW-1220-COUNTY-CODE PIC X(02).

15 MAEW-1380-RECP-COV-CODE-1 PIC X(02).

15 MAEW-0227-MARS-CLIENT-AID-CAT PIC X(2).

15 MAEW-1580-CHARGE-IND PIC X(02).

15 MAEW-0594-MARS-CLIENT-COE-DATE PIC X(10).

15 MAEW-C241-CALC-MCAID-DAYS PIC S9(04).

15 MAEW-0408-MARS-AGE-GROUP-CODE PIC X(1).

15 MAEW-F304-RECIP-KEY PIC X(03).

15 MAEW-F305-RECIP-AGE-MON PIC S9(04).

15 MAEW-F451-SPEC-FND PIC X(01).

	15	MAEW-1158-MARS-FUND-PCT-CODE	PIC X(1).
	15	MAEW-F491-MAID-CAT	PIC X(05).
	15	MAEW-F493-XIX-CAT	PIC X(02).
	15	MAEW-F494-MFFPX	PIC X(01).
	15	MAEW-F905-ACCUM-30	PIC X(01).
	15	MAEW-F902-FED-AMT	PIC S9(09)V9(8).
	15	MAEW-F903-STATE-AMT	PIC S9(09)V9(8).
	15	MAEW-F904-LOCAL-AMT	PIC S9(09)V9(8).
	15	MAEW-C235-FED-SHARES	PIC S9V9(6).
	15	MAEW-C236-STATE-SHARES	PIC S9V9(6).
	15	MAEW-C237-LOCAL-SHARES	PIC S9V9(6).
05		MAEW-CLAIM-ERROR-EDTST-TABLE.	
	10	MAEW-EDIT-SECTION OCCURS 0 TO 25 TIMES DEPENDING ON MAEW-C094-CURR-NO-REAS INDEXED BY ERROR-CD-INDX.	
	15	MAEW-C096-EDIT-ERROR-CD	PIC X(05).
	15	MAEW-3055-EDIT-STATUS-CD	PIC X(01).
05		MAEW-BASE-AREA.	
	10	MAEW-0736-0737-GRP.	
	15	MAEW-BASE-TBL OCCURS 0 TO 10 TIMES DEPENDING ON MAEW-9984-BASE-CNT INDEXED BY MAEW-BASE-IDX.	
	20	MAEW-0737-BASE-CD	PIC X(02).
	20	MAEW-0736-BASE-AMT	PIC S9(07)V9(2).
05		MAEW-DIAG-AREA.	
	10	MAEW-3191-DIAG-GRP.	
	15	MAEW-3191-DIAG-TBL OCCURS 0 TO 24 TIMES DEPENDING ON MAEW-9984-CLMS-DIAG-CNT INDEXED BY MAEW-3191-CLMS-IDX.	
	20	MAEW-3191-OTHER-DIAG-CD	PIC X(10).
	20	MAEW-2254-OTHER-DIAG-POA-CD	PIC X(1).
05		MAEW-COND-CODE-AREA.	
	10	MAEW-COND-GRP.	
	15	MAEW-CND-TBL OCCURS 0 TO 24 TIMES DEPENDING ON MAEW-9984-COND-CODE-CNT INDEXED BY MAEW-COND-IDX.	
	20	MAEW-1101-COND-CODE	PIC X(02).
05		MAEW-TOOTH-AREA.	
	10	MAEW-4266-CLMS-GRP.	
	15	MAEW-4266-CLMS-TOOTH-TBL OCCURS 0 TO 10 TIMES DEPENDING ON MAEW-9984-CLMS-DTTH-CNT INDEXED BY MAEW-4266-CLMS-IDX.	
	20	MAEW-4266-TOOTH-NUM	PIC X(02).
	20	MAEW-3113-SURFACE.	
	25	MAEW-3113-SURFACE-1	PIC X(1).
	25	MAEW-3113-SURFACE-2	PIC X(1).
	25	MAEW-3113-SURFACE-3	PIC X(1).
	25	MAEW-3113-SURFACE-4	PIC X(1).
	25	MAEW-3113-SURFACE-5	PIC X(1).
05		MAEW-PROC-AREA.	
	10	MAEW-5055-PROC-GRP.	
	15	MAEW-5055-PROC-TBL OCCURS 0 TO 24 TIMES DEPENDING ON MAEW-9984-CLMS-PROC-CNT INDEXED BY MAEW-5055-PROC-IDX.	
	20	MAEW-5055-OTHER-PROC-CD	PIC X(7).
	20	MAEW-3264-OTHER-PROC-DATE	PIC X(10).
05		MAEW-DUR-AREA.	

10 MAEW-0986-0881-GRP.
 15 MAEW-PHARM-DUR-TBL OCCURS 0 TO 9 TIMES
 DEPENDING ON MAEW-9984-DUR-CNT
 INDEXED BY MAEW-DUR-IDX.
 20 MAEW-0986-DRUG-CONFLICT-CODE PIC X(02).
 20 MAEW-0881-DUR-OUTCOME-CODE PIC X(02).

05 MAEW-CLOB-DRUG-CMPD-TABLE.
 10 MAEW-CMPD-TBL OCCURS 0 TO 25 TIMES
 DEPENDING ON MAEW-9984-CNT-LI-CMPND-CNT
 INDEXED BY MAEW-CMPD-IDX.
 15 MAEW-1856-OTH-DRUG-CD PIC X(11).
 15 MAEW-3972-OTH-BSIS-OF-COST PIC X(2).
 15 MAEW-0167-OTH-BSE-AMT-CD PIC X(2).
 15 MAEW-1171-OTH-SUB-INGR-AMT PIC S9(7)V9(2).
 15 MAEW-0991-OTH-DRUG-SUB-QTY-CT PIC S9(7)V9(3).
 15 MAEW-0989-OTH-DRUG-PD-QTY-CNT PIC S9(7)V9(3).
 15 MAEW-0743-OTH-CALC-TOT-AMT PIC S9(7)V9(2).

05 MAEW-CLOB-RLTD-HIST-TB.
 10 MAEW-RLTD-HIST-TBL OCCURS 0 TO 25 TIMES
 DEPENDING ON MAEW-9984-CNT-RLTD-HST-CNT
 INDEXED BY MAEW-RLTD-IDX.
 15 MAEW-0429-RLTD-LI-NUM PIC S9(4).
 15 MAEW-0537-RLTD-LI-TCN-NUM PIC X(16).
 15 MAEW-0429-C-RLTD-LI-NUM PIC S9(4).
 15 MAEW-1737-R-CLM-EDT-CD PIC X(5).
 15 MAEW-0141-HDR-TY-CD PIC X(1).
 15 MAEW-0986-CONFL-CD PIC X(2).

Utilization Review Allocations – Five Year Projections

Review Type	Year 1	Year 2	Year 3	Year 4	Year 5
DRG Coding	79,300	71,370	64,233	57,810	52,029
NYPORTS Reviews	1,600	1,440	1,296	1,166	1,050
Cost Outliers	2,000	1,800	1,620	1,458	1,312
Two Days ALC Prior to Discharge to Home	200	180	162	146	131
Discharge Notice Review	500	450	405	365	328
Diagnostic/Medical Admissions	15,000	13,500	12,150	10,935	9,842
Transfers	1,000	900	810	729	656
Random/Focused Review	3,000	2,700	2,430	2,187	1,968
Specialty Hospital/Exempt Unit Review	5,000	4,500	4,050	3,645	3,281
Mortality/Complications	7,500	6,750	6,075	5,468	4,921
Specialist Consultant Reviews	500	450	405	365	328
Per Diem Long Stay Reviews	500	450	405	365	328
PCI Reviews	200	180	162	146	131
Maternal Mortality Reviews	100	90	81	73	66
C-Section Appeals	500	450	405	365	328
State Comptroller Review of Claims	300	270	243	219	197
Annual Total					

FIVE-YEAR PROJECTED REVIEW ALLOCATIONS – AIMS REVIEWS
 (Details in Section IV.C: Detailed Specifications – AIDS Intervention Management System)

REVIEW TYPE	Year 1	Year 2	Year 3	Year 4	Year 5
Quality Programs					
Routine Ambulatory Care Reviews (Average 10 indicators per chart)	1,000	3,750	6,250	7,250	7,250
DOCCS and Other Prisons Reviews (Average 10 indicators per chart)	300	300	300	300	300
Maternal, Pediatric HIV Prevention and Care Reviews (4-tiered review)	2400	2400	2400	2400	2400
Focused Clinical Studies:					
Adolescent Transition Reviews (2-tiered review)	400	400	400	400	400
Inpatient Care Reviews	5,000	3,500	3,500	3,500	3,500
Viral Load Suppression	0	3,000	3,000	3,000	3,000
Health Homes	0	1,000	1,000	1,000	1,000
Quality Improvement Technical Assistance (in hours)	200	200	200	200	200
Managed Care Reviews and Evaluation – HIV Special Needs Plans					
Verification of HIV Status and Initial Contract-Required Activities	400	400	400	400	400
Coordination of Care for HIV SNP Enrollees	1,000	1,000	1,000	1,000	1,000
Quality of Care Medical Record Reviews (Average 10 indicators per chart)	3,200	3,200	3,200	3,200	3,200
Utilization Review Program					
Inpatient UR	5,000	3,500	1,000	0	0
Adult Day Health Care (ADHC) Reviews	50	0	0	0	0
Other Ambulatory Care Utilization Reviews	3,700	0	0	0	0
TOTAL NUMBER OF REVIEWS	22,450	22,450	22,450	22,450	22,450

Measures Required for Designated Stroke Center Reporting

Time Targets

Door to MD (10 minutes)
Door to Team (15 minutes)
Door to CT taken (25 minutes)
Door to CT read (45 minutes)
Door to tPA administration (60 minutes)

Performance Measures

IV rt-PA Arrive by 2 Hour, Treat by 3 Hour
Early Antithrombotics
VTE Prophylaxis
Antithrombotics at Discharge
Anticoagulation for Afib
LDL 100 or ND Statin
Smoking Cessation
Dysphasia Screening
Stroke Education
Rehabilitation Considered
NIHSS on Admission
Modified Rankin at Discharge
Discharge Destination
Report of Reasons for Delay in administering tPA within 60 minutes

QRR DELIVERABLES PAYMENT SCHEDULE

Contract projects and specific tasks/deliverables listed here. Project tasks are described as a portion of the total project. Monthly voucher reports from the contractor will be paid according to the percent of effort achieved for each work activity.

Project/Task Description	% of Task
A. Annual QARR Data Submission Review and Validation	
Assist in the preparation of measure specifications for each measurement year.	10%
Participate (with the NYSDOH) in an annual technical webinar for QARR participants focusing on new or revised requirements for QARR/HEDIS®, changes to the audit process, and/or other techniques to optimize QARR/HEDIS® reporting.	15%
Develop or revise data collection tool for each measurement year.	15%
Provide technical assistance to new plan staff or plans new to reporting QARR, including development of introductory level training materials.	10%
Audit the files submitted by all MCOs to ensure that the data comply with QARR specifications and match the data reported on the data submission tool. If discrepancies are found, the contractor will work with the MCO to clean and reconcile the files before submission to the NYSDOH. Files to be audited include live birth files (all product lines), Medicaid member-level files, and Medicaid enhancement files.	25%
Compile and validate MCO-submitted data files (aggregate quality sets and member-level files) into large data sets to be used by the NYSDOH.	15%
Audit source code for administrative measures calculated by the NYSDOH (Medicaid enhancement files).	10%
B. Validation of Functional Assessment Measurement Data	
Prepare data validation proposal including objectives, sampling protocols, validation methodology and analyses In collaboration with NYSDOH, refine the auditing approach. Finalize proposal. Prepare written correspondence with community-based long-term care providers and schedule visits.	25%
Conduct the audit.	50%
Draft a report summarizing findings. Incorporate NYSDOH comments and changes into the final report. Prepare plan-specific reports, prepare cover letter and send the reports to the plans.	25%
C. Validation of Encounter Data	
Determine strategy for MEDS audit, including individual product lines, problematic areas, and/or follow-up indicated by audit documentation submitted by the MCOs. Assist NYSDOH in selecting plans and/or data items for audit based on analysis of completeness and compliance reports. Determine sampling strategy to be used.	20%
Develop a chart review tool or survey to obtain information regarding internal and external factors in the data submission process and the role of external vendors or contractors.	20%
Request medical records or conduct survey.	30%
Prepare draft validation analysis plan and submit to NYSDOH for review and comment. Prepare draft validation report and submit to NYSDOH for review and comment. Prepare final validation report detailing findings. Prepare letter to plans and send electronically with final report.	30%

D. Validation of Performance Improvement Projects (PIPs)	
Assess each plan's study methodology and provide comments to each MCO based on EQRO team's assessment. Share written comments based on assessment with each MCO. Review final proposal with comments addressed and submit proposal to NYSDOH.	25%
Conduct quarterly conference calls with each plan to discuss study progress and provide technical assistance if needed. Facilitate collaboration of projects through meetings, conference calls, and/or webcasts.	40% (10% each quarter)
Review draft final report from MCO prior to July due date of final report. Provide comments and suggestions for improving report. Review final report from MCO and submit final report to NYSDOH. Prepare a summary compendium report including a brief description of each plan's project and an evaluation of improvement from baseline to final results. Conduct conference to share results and promising practices	35%
E. Review MCO Compliance with State & Federal Standards	
a) Access, Availability & Provider Directory Survey	
Assist in the development of and revisions to the methodology used to conduct the study; Select random sample of providers from data provided by the NYSDOH; Prepare or update scripted scenarios for surveys;	20%
Conduct the telephone surveys using scripted scenarios;	50%
Calculate appointment availability rates and list of Provider Directory discrepancies; Prepare and transmit preliminary report; Prepare and transmit final report; Prepare ad hoc reports as needed	30%
b) Health Plan Member Services Survey	
Prepare sampling tool. Select questions to be used from scripted scenarios.	15%
Conduct the telephone surveys using scripted scenarios and record results on the survey tool.	40%
Prepare and transmit report for each health plan to NYSDOH.	15%
Conduct follow-up phone calls in next 6 months for all questions previously answered incorrectly. Prepare and transmit report for each health plan follow-up to NYSDOH	30%
c) Ratio of PCPs to Medicaid Clients Survey	
Prepare survey tool.	10%
Conduct the telephone surveys using scripted questions and record results on the survey tool.	50%
Calculate appointment availability rates. Prepare and transmit report for each health plan to NYSDOH. Prepare and transmit result letter and report to each health plan.	40%
d) Provider Network Data	
Develop a data submission system and supporting documentation for quarterly submissions. Validate MCO-submitted data files to ensure data comply with specifications. If discrepancies are found, the contractor will work with NYSDOH and the MCO to reconcile the files. Compile the MCO-submitted data files into appropriate SAS data sets to be used by NYSDOH. Provide technical assistance to plans regarding data element formats and	40%

submission tool issues.	
Develop programming and post an online intranet provider query tool. Provide an online summary and exception report to identify counties and plans with gaps in provider types available.	40%
Develop and maintain HCS Provider Network home page, including posting downloadable files, reports, and searchable applications.	10%
Develop and maintain a Medicaid ID Request tool for MCOs to submit to Fiscal Agent. Develop and support a web-based application for DOH staff to track MCO information. Produce reports and develop analyses as needed by DOH staff.	10%
F. Administration of Consumer Surveys of Quality of Care	
a) CAHPS® Surveys for Medicaid Managed Care Plans	
Collaborate with NYSDOH to determine work plan, survey methodology, NYS-specific questions and specific areas for analysis. Prepare a final scope of work summarizing agreed upon study design and timeline. Select and contract with CAHPS® certified vendor. In collaboration with NYSDOH, determine protocol for survey methodology, sampling, administration, and finalize survey tool, and submit to NYSDOH for review and approval. Generate and validate random sample	40%
Field survey through mail and/or phone methodology, including payment of respondent incentive as needed.	30%
Collaborate with NYSDOH to develop data analysis plan Coordinate with NYSDOH to prepare final report. Participate with NYSDOH in conference call or on-site meeting with plans to discuss survey findings and improvement strategies.	30%
b) Experience of Care Survey	
Collaborate with NYSDOH to determine workplan, survey methodology, survey questions and specific areas for analysis. Prepare a final proposal summarizing agreed upon study design and timeline. Select CAHPS® certified vendor or other vendor to process scannable surveys, if appropriate. Determine protocol for survey methodology, survey questions, sampling, and administration and submit to NYSDOH for review and approval. Prepare survey questions in draft scannable format and submit to NYSDOH for review. Prepare and print final scannable survey and introductory letter.	40%
Conduct at least 2 mailings of the survey, including payment of respondent incentive as needed.	30%
Develop data analysis plan and submit to NYSDOH for review. Prepare draft report and submit to NYSDOH for review. Prepare final report addressing comments from NYSDOH. Participate with NYSDOH in conference call or on-site meeting with plans to discuss survey findings and improvement strategies.	30%
G. Case Management Performance	
Prepare data specifications for the measurement year. Develop/revise data submission tool and supporting documentation for the measurement year (including submission manual and Q&A document).	40%
Validate MCO-submitted data files to ensure data comply with specifications. If discrepancies are found, the contractor will work with NYSDOH and the MCO to	50%

reconcile the files. Compile the MCO-submitted data files into one data set to be used by NYSDOH. Provide technical assistance to plans regarding data element formats and submission tool issues.	
Participate (with NYSDOH) an annual formalized collaboration with MCOs (such as webinar or meeting) to review results from the case management data, identify opportunities for improvement and determine efficient application of case management services to impact outcomes.	10%
H. Conduct Focused Clinical Study	
Conduct conference call(s) to discuss proposal topics with NYSDOH staff. Prepare study design for topic selected, including definition of study questions; indicators; methodology (including definition of study population and sampling techniques); data collection; and data analysis and interpretation. Prepare electronic data collection tool and instructions and submit to NYSDOH for review. Train reviewers on data collection tool and instructions. Submit request to MCOs to provide data or medical records.	40%
Collect data and input to data collection tool.	30%
Prepare data analysis plan outlining approach to analysis and proposed table/chart displays and submit to NYSDOH for review. Prepare draft report and submit to NYSDOH for review. Incorporate NYSDOH comments and prepare final report. Present findings to MCO medical and quality directors and send final reports to MCOs.	30%
I. Produce Annual EQR Technical Reports	
Prepare report templates - one for each plan and an all plan summary, including tables and/or charts.	25%
Receive data files electronically from NYSDOH. Calculate trends, ratios or other descriptive indicators. Populate report templates with data. Prepare report narratives.	50%
Send draft reports to NYSDOH for review. Prepare final reports. Prepare and distribute final reports to MCOs and NYSDOH.	25%

ENCOURAGING USE OF NEW YORK BUSINESSES IN CONTRACT PERFORMANCE

I. Background

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing service and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

II. Required Identifying Information

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract?

YES NO

General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.
2. **Allowable Costs/Contract Amount –**
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable (as reasonably determined by HRI) to the Agreement, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.
 - d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.
3. **Administrative, Financial and Audit Regulations –**
 - a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	2 CFR Part 215	2 CFR Part 220	OMB Circular A-133
Non Profit	2 CFR Part 215	2 CFR Part 230	OMB Circular A-133
State, Local Gov. or Indian Tribe	OMB Circular A-102	2 CFR Part 225	OMB Circular A-133

Private Agencies	45 CFR Part 74	48 CFR Part 31.2	OMB Circular A-133
Hospitals	2 CFR Part 215	45 CFR Part 74	OMB Circular A-133

b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are acceptable to HRI) if salaries and wages are approved in the Budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Vouchers received after the 30-day period may be paid or disallowed at the discretion of HRI. Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

5. Termination - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.

6. Representations and Warranties – Contractor represents and warrants that:

- a) it has the full right and authority to enter into and perform under this Agreement;
- b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
- c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
- d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. Indemnity - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents and employees, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.

- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. Insurance –

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's AL policy. The AL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
 - 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and
- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State

Department of Health and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.

- b) Conference Disclaimer and Use of Logos: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by Project Sponsor number <insert award #> from <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI at no cost to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, to the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, that 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, Contractor agrees that neither it nor its authorized subcontractors, if any, 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 Agreement. 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 Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous –

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Contractor's duties under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Contractor's performance under this Agreement.

- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.
- f) All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the PHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *PHS Policy on Humane*

Care and Use of Laboratory Animals by Awardee Institutions and the U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training.

- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
 - 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) PHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the PHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs_- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
- f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.

- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- h) Anti-Kickback Act Compliance - If this contract or any subcontract hereunder is in excess of \$2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- i) Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of \$2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
- j) Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of \$2,000 or a non-construction contract in excess of \$2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.
- k) Clean Air Act Compliance - If this contract is in excess of \$100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- l) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42. U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- d) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- e) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- f) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- g) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- h) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- i) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- j) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/reviseedlep.html>.
- k) Equal Employment Opportunity, requires compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Standard Miscellaneous/Consultant Services Contract

MISCELLANEOUS / CONSULTANT SERVICES

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

NYS COMPTROLLER'S NUMBER: C#
ORIGINATING AGENCY GLBU: DOH01
DEPARTMENT ID: 345XXXX

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:

FEDERAL TAX IDENTIFICATION NUMBER:

STATUS:
CONTRACTOR IS () IS NOT () A
SECTARIAN ENTITY

NYS VENDOR IDENTIFICATION NUMBER:

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

MUNICIPALITY NO. (if applicable)

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

() IF MARKED HERE, THIS CONTRACT IS 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.

BID OPENING DATE:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

- APPENDIX A Standard Clauses as required by the Attorney General for all State Contracts.
- 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
- STATE OF NEW YORK AGREEMENT
- APPENDIX D General Specifications
- APPENDIX B Request For Proposal (RFP)
- APPENDIX C Proposal
- APPENDIX E-1 Proof of Workers' Compensation Coverage
- APPENDIX E-2 Proof of Disability Insurance Coverage
- APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement
- APPENDIX G Notices
- APPENDIX M Participation by Minority Group Members and Women with respect to State Contracts: Requirements and Procedures

GLBU: DOH01
APPENDIX X

Contract Number: _____

Contractor: _____

Amendment Number X-_____

BSC Unit ID: 345<XXXX>

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS 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 work plan 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.

Additionally, Contractor certifies that it is not included on the prohibited entities list published at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> as a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Contractor (or any assignee) also certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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

\$ _____ From ____/____/____ to ____/____/____.
(Value before amendment) (Initial start date)

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:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

BSC Unit ID: 345<XXXX>

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 _____ 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)

STATE AGENCY SIGNATURE

"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."

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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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 issued 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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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

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
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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 to one of the following addresses:

- 1. Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: DOHaccounts payable@ogs.ny.gov with a subject field as follows:

Subject: <<Unit ID: 345XXX>> <<Contract #>>
(Note: **do not** send a paper copy in addition to your emailed voucher.)

2. Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health
Unit ID 345<<xxxx>>
PO Box 2093
Albany, NY 12220-0093**

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.

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, by email at helpdesk@sfs.ny.gov or by telephone at 1-855-233-8363. 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/vendors/vendorguide/guide.htm>.

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 or 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 following address New York State Department of Health, Bureau of Contracts Room -2756, Corning Tower, Albany, NY 12237; 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, 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.

DD. On-Going Responsibility

1. General Responsibility Language: The CONTRACTOR shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Health or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
2. Suspension of Work (for Non-Responsibility) :The Commissioner of Health or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Health or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

3. Termination (for Non-Responsibility) : Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

EE. Provisions Related to Iran Divestment Act As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list has been posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By entering into this Contract, CONTRACTOR (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, CONTRACTOR agrees that should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. CONTRACTOR also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Health may approve a request for Assignment of Contract. During the term of the Contract, should New York State Department of Health receive information that a person is in violation of the above referenced certification, New York State Department of Health will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then New York State Department of Health shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the CONTRACTOR in default.

New York State Department of Health reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Appendix H

for CONTRACTOR that creates, receives, maintains or transmits 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 and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart 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.
 - C. 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.
 - D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
 - E. 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.

- F. 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.
- G. 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; and 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.
- H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
- I. 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.

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 0% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 0% for Minority-Owned Business Enterprises (“MBE”) participation and 0% 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 10th 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.