



Department of Health

Request for Proposals

RFP# 20276

Disproportionate Share Hospital (DSH) Audits

Issued: April 24, 2023

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence the Department of Health's conduct or decision regarding this procurement must be made.

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1.0 CALENDAR OF EVENTS

RFP #20276 – DISPROPORTIONATE SHARE HOSPITAL (DSH) AUDITS	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	Issue Date April 24, 2023
Deadline for Submission of Written Questions	Questions Due By May 8, 2023, 4:00 p.m. ET
Responses to Written Questions Posted by DOH	On or About May 24, 2023
Deadline for Submission of Proposals	Proposals Due On Or Before June 7, 2023 4:00 p.m. ET
<i>Anticipated</i> Contract Start Date	July 1 st , 2024

2.0 OVERVIEW

Through this Request for Proposals (“RFP”), the New York State (“State”) Department of Health (“DOH”) is seeking competitive proposals from Certified Public Accounting (CPA) firms, independent from the State Medicaid Agency and subject hospitals, to provide services as further detailed in [Section 4.0](#) (Scope of Work). It is the Department’s intent to award one (1) contract from this procurement.

2.1 Introductory Background

On December 19, 2008, the Centers for Medicare & Medicaid Services (CMS) publicized CMS-2198-F: Medicaid Program: Disproportionate Share Hospital (DSH) Payments, with an effective date of January 19, 2009. The rule requires that the Department conduct audits to ensure the appropriate use of Medicaid DSH payments and compliance with the statutorily imposed hospital-specific limit. Disproportionate Share Hospital payments cover the cost of uncompensated care for delivering hospital services to individuals who are Medicaid eligible or who have no health insurance. To receive Federal Financial Participation (FFP) for DSH expenditures, the Department must submit an annual report and an independent certified audit to CMS for each completed Medicaid State Plan (MSP) rate year.

Pursuant to the provisions of the regulation, each subsequent report and audit must be completed by the last day of the Federal Fiscal Year (September 30) ending three (3) years from the end of the MSP rate year under audit. States must submit reports and audits to CMS within 90 days of the completion of the audit.

Section 1923(j)(2) of the Social Security Act requires States to have their DSH payment programs independently audited and submitted annually to CMS. The audits conducted under the resulting contract must meet the requirements of 42 CFR parts 447 and 445, Final Rule, 73 FR 77904, December 19, 2008. CMS has developed a General DSH Audit and Reporting Protocol (see Section 4.1.3 of the RFP), which the Contractor will use in order to comply with this rule.

Title XIX of the Social Security Act (Act) authorizes federal grants to States for Medicaid programs that provide medical assistance to low-income families, the elderly, and persons with disabilities. Section 1902 (1)(13)(A)(iv) of the Act requires that States make Medicaid payment adjustments for hospitals that serve a disproportionate share of low-income patients with special needs. Section 1923(f) of the Act contains more specific requirements related to such DSH payments, including aggregate annual state specific limits on FFP, and hospital-specific limits on DSH payments under Section 1923(g). Under those hospital specific limits, a hospital’s DSH payments may not exceed the costs incurred by the hospital in furnishing services during the year to Medicaid patients and the

uninsured, less other Medicaid payments made to the hospital, and payments made by the uninsured patients ("uncompensated care costs").

In addition, Section 1923(a)(2)(D) requires States to provide an annual report to the U.S. Department of Health and Human Services Secretary describing the payment adjustments made to each disproportionate share hospital. Section 1923(j) of the Act also makes federal matching payments contingent upon a State's submission of the annual DSH report and independent certified audit.

The DSH audit will rely on existing cost reporting tools and documents as primary sources for the data necessary to evaluate DSH payments against hospital specific DSH costs. Two (2) of the primary source documents are the Medicare 2552-96 hospital cost report and audited financial statements (and other auditable hospital accounting records). See Section 4.1.3.E

As DSH is a Federal program administered by the State, any changes at the Federal level would have State impacts. Under the Affordable Care Act, cuts to the DSH program were originally scheduled to begin in Federal Fiscal Year (FFY) 2014; however, they have been delayed multiple times and are not yet in effect. Additionally, in the wake of the COVID-19 pandemic, we have observed the ability for a public health emergency to drastically impact our State hospitals. Thus, the Department is seeking a Contractor to provide consulting services related to general ad-hoc DSH analysis, inclusive of modeling potential changes to the State's DSH distribution methodologies and other required analysis needed to fully administer the State's DSH program, in addition to conducting the annual DSH audits.

2.2 Important Information

The bidder is required to review, and is requested to have legal counsel review, [Attachment 8](#) the DOH Agreement as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of [Attachment 8](#) should the bidder be selected for contract award. Please note that this RFP and the awarded bidder's proposal, and Attachment C, Required Clauses for Federally Funded Contracts, will become part of the contract as Appendix B and C, and W, respectively.

It should be noted that Appendix A of [Attachment 8](#), "Standard Clauses for New York State Contracts", contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between DOH and the successful Bidder. By submitting a response to the RFP, the Bidder agrees to comply with all the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder's Certifications/Acknowledgements, should be submitted and includes a statement that the bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments. It also includes a statement that the bidder 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 DOH.

Any qualifications or exceptions proposed by a bidder to this RFP should be submitted in writing using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in [Section 1.0](#) (Calendar of Events). Any such qualifications or exceptions that are not proposed prior to the deadline for submission of written questions may not be considered by DOH after contract award. Any amendments DOH makes to the RFP as a result of questions and answers will be publicized on the DOH web site.

2.3 Term of the Agreement

This contract term is expected to be for a period of five (5) years and three (3) months if awarded to a new contractor, to allow for a three (3) month transition period from the previous contractor to the new contractor, and five (5) years if awarded to the incumbent contractor, both commencing on the date shown on the Calendar of Events in [Section 1.0](#), subject to the availability of sufficient funding, successful contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

3.0 BIDDERS QUALIFICATIONS TO PROPOSE

3.1 Minimum Qualifications

NYSDOH will accept proposals from organizations with the following types and levels of experience as a prime contractor.

- The Bidder must be a Certified Public Accounting firm licensed in New York State; and
- The Bidder must have at least three (3) years' experience conducting statewide DSH Audits, in any state.

Experience acquired concurrently is considered acceptable.

For the purposes of this RFP, a prime contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract.

Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration. Bidders **may not** leverage experience of its proposed subcontractors in order to meet the Minimum Qualifications identified above.

3.2 Preferred Qualifications

Bidders that demonstrate experience with the following are preferred:

- The Bidder has at least five (5) years' experience conducting statewide DSH Audits;
- The Bidder has at least five (5) years' experience with each of the following:
 - Federal DSH policies, regulations, and statutes; and
 - Medicare 2552-96 hospital cost reporting; and
- The Bidder can perform all work in a fully remote manner, upon request.

4.0 SCOPE OF WORK

This Section describes the auditing services that are required to be provided by the selected bidder. The selected bidder must be able to provide all of these services throughout the contract term.

PLEASE NOTE: Bidders will be requested to provide responses that address all of the requirements of this RFP as part of its Technical Proposal.

The terms "bidders", "vendors" and "proposers" are also used interchangeably. For purposes of this RFP, the use of the terms "shall", "must" and "will" are used interchangeably when describing the Contractor's/Bidder's duties.

4.1 Tasks/Deliverables

Throughout the life of this contract the Contractor must perform Disproportionate Share Hospital Audits, Task Orders and Consulting Services as outlined in this RFP. Audits conducted under the contract must meet the requirements of 42 CFR parts 447 and 445, Final Rule, 73 FR 77904, December 19, 2008, inclusive of any updates made to these sections.

The contractor must review the criteria of the federal audit regulation (see Section 4.1.3.E) and complete the verification, calculations and report under the professional rules and generally accepted standards of audit practice. Certification of the audit would include a review of the State's procedures to ensure that the federal regulation is satisfied, an opinion for each verification detailed in the regulation, and a determination if the State made DSH payments that exceeded any hospital's specific DSH limit in the Medicaid State Plan year under audit. The

certification must also identify any data issues or other caveats that the contractor identifies as impacting the result of the audit.

4.1.1 Disproportionate Share Hospital Audits

A. General Contractor Responsibilities

Throughout the term of the contract, while conducting the DSH audits , the Contractor must:

1. Notify the State in writing of any changes in the persons designated to bind the Contractor;
2. Agree that no aspect of Contractor's performance under this Agreement will be contingent upon State personnel or the availability of State resources with the exception of normal cooperation which would be expected in such a contractual relationship;
3. Submit via email to the State, within three (3) business days of learning of any situation which will adversely affect the operation of the DSH audit, a description of the situation including a recommendation for resolution whenever possible;
4. Submit all deliverables within the Departmental timeframes outlined in Table 1 of this RFP;
5. Submit all applicable reports as outline in this RFP;
6. Address all cited deficiencies communicated by the Department, and resubmit via email to the Department the deliverables within one (1) week of receiving the initial communication from the Department. Any deficiencies noted by the Department that relate to resubmitted deliverables will be reported to the contractor in the same manner as the deficiencies related to the original submission of the deliverable; and
7. Transition to a fully remote audit protocol at the request of the Department, ensuring all audit activities are able to be completed in the required timeframes utilizing remote work capacity.

B. Disproportionate Share Hospital Audit Responsibilities/Deliverables

At the start of each contract year, the Department will supply the contractor with completed DSH payment self-assessment forms and DSH payment form instructions for all Medicaid State Plan years.

To accomplish the coordination and management of the on-going DSH audits, the Contractor must complete the following deliverables within the timeframes provided and in adherence with the CMS Final Rule; [Federal Registry December 19, 2008, part 447.299](#). The Contractor must utilize a web-based interface to assist with the completion of the DSH audits as described in the Technology Requirements of this RFP. Any documents created by the Contractor will become the property of the Department.

The Contractor must review the State's method, audit protocol, and procedure of:

- Estimating the hospitals specific DSH limit and the State's payment methodologies in the approved Medicaid State Plan for the rate year under audit (Omnibus Budget Reconciliation Act (OBRA));
- Ensuring only costs eligible for DSH payments are included in the development of the hospital specific DSH limit;
- Ensuring consistency with inpatient/outpatient (IP/OP) Medicaid reimbursable services in the approved Medicaid State Plan;
- Compiling hospital specific IP/OP cost report data and IP/OP revenue data to measure the hospital specific DSH limit in the auditable year. In order to determine the DSH limit the auditor must measure both components, hospital costs data and revenue data received. To determine the existence of a Medicaid shortfall, Medicaid IP/OP hospital costs (including Medicaid Managed Care costs) must be

measured against Medicaid IP/OP revenue received for such services in the audited State Plan year (including regular Medicaid rate payments, add-ons, supplemental, and enhanced payments and Medicaid Managed Care revenues). Costs associated with patients with no source of third-party coverage must be reduced by applicable revenues and added to any Medicaid shortfall to determine the total eligible cost.

- Compiling total DSH payments made in an auditable year to each qualifying hospital, to include DSH payments received by the hospitals from other States; and
- Comparing hospital specific DSH cost limits against hospital specific total DSH payments in the audited MSP rate year.

The Contractor must provide an Excel summary of findings identifying any overpayments/underpayments, which hospitals they impacted and corrective action plans for the hospital to implement. The contractor must monitor, and track process made by hospitals on corrective action plans identified in prior DSH audits. The draft and final audit report must be submitted as outlined in Table 1 below. The Contractor is responsible for ensuring the certified independent audit verifies the following:

1. **Verification 1:** Each hospital that qualifies for a DSH payment in the State is allowed to retain that payment so that the payment is available to offset its uncompensated care costs for furnishing IP/OP hospital services during the MSP year to Medicaid eligible individuals and individuals with no source of third party coverage for the services in order to reflect the total amount of claimed DSH expenditure;
2. **Verification 2:** DSH payments made to each qualifying hospital comply with the hospital-specific DSH payment limit. Each audited MSP rate year must be measured against the actual uncompensated care cost in that same audited MSP year;
3. **Verification 3:** Only uncompensated care costs of furnishing IP/OP hospital services to hospital services they received as described in Section 1923(g)(1)(A) of the Act as eligible for inclusion in the calculation of the hospital-specific disproportionate share limit payment limit, as described in Section 1923(g)(l)(A) of the Act are included;
4. **Verification 4:** For purposes of this hospital-specific limit calculation, any Medicaid payments (including regular Medicaid fee-for-service rate payments, supplemental/enhanced Medicaid payments, and Medicaid Managed Care Organization payments) made to a DSH hospital for furnishing IP/OP hospital services to Medicaid eligible individuals, which are in excess of the Medicaid eligible individuals, and/or which are in excess of the Medicaid incurred costs of such services, are applied against the uncompensated care costs of such services, and/or are applied against the uncompensated care costs of furnishing IP/OP hospital services to individuals with no source of third party coverage for such services;
5. **Verification 5:** Any information and records of all of its IP/OP hospital service costs under the Medicaid program; claim expenditures under the Medicaid program, uninsured IP/OP hospital service costs in determining payment adjustments; and any payments made on behalf of the uninsured from payment adjustments have been separately documented and retained by the State; and
6. **Verification 6:** The information specified in Verification 5 includes a description of the methodology for calculating each hospital's payment limit under Section 1923(g)(1) of the act. Included in the description of the methodology, the audit report must specify how the State defines incurred IP/OP hospital costs for furnishing IP/OP hospital services to Medicaid eligible individuals and individuals and individuals with no source of third party coverage for the IP/OP hospital services they received;

Deliverable	Timeframe
Develop a written audit guide, policy and procedure manual and related documents for completing the	30 days from the OSC contract approval date.

DSH Audits and provide a copy of these documents to the Department for review and approval. The current guides will be shared during transition.																			
Update written audit guide, policy procedure manual and related documents	Ongoing, life of contract.																		
Conduct independent, certified audits of designated MSP years of the State Medicaid program that provide DSH payments to hospitals eligible for such payments. (Attachment C – anticipated DSH hospitals by region)	<p>Conduct the MSP 2021 audit in the first year of the contract resulting from this RFP. Each subsequent year will be for the following MSP year audit;</p> <p>The certified independent audit of the Disproportionate Share Hospitals for MSP Rate Years 2021-2025 shall be completed and provided to the State by the last day of the federal FY ending three (3) years from the end of the MSP Rate Year;</p> <p>Table One (1)</p> <table border="1"> <thead> <tr> <th><u>MSP Rate Year</u></th> <th><u>Draft Report Due to the Department</u></th> <th><u>Final Report Due to the Department</u></th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>September 30, 2024</td> <td>November 15, 2024</td> </tr> <tr> <td>2022</td> <td>September 30, 2025</td> <td>November 15, 2025</td> </tr> <tr> <td>2023</td> <td>September 30, 2026</td> <td>November 15, 2026</td> </tr> <tr> <td>2024</td> <td>September 30, 2027</td> <td>November 15, 2027</td> </tr> <tr> <td>2025</td> <td>September 30, 2028</td> <td>November 15, 2028</td> </tr> </tbody> </table>	<u>MSP Rate Year</u>	<u>Draft Report Due to the Department</u>	<u>Final Report Due to the Department</u>	2021	September 30, 2024	November 15, 2024	2022	September 30, 2025	November 15, 2025	2023	September 30, 2026	November 15, 2026	2024	September 30, 2027	November 15, 2027	2025	September 30, 2028	November 15, 2028
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Prepare and maintain all materials and testify in legal actions occurring as the result of the DSH audits	Ongoing																		
Meet with the Department, in-person or via teleconference, as requested by the Department.	<p>Bi-weekly</p> <p>The Contractor can expect to attend one (1) meeting in person per month in Albany, New York. The Department has no preference in who attends these meetings. Travel expenses for these meetings will not be compensated separately and must be included in the Contractor's deliverable prices proposed in its Attachment B: Cost Proposal.</p> <p>At these meetings the Contractor will be required to report on:</p> <ul style="list-style-type: none"> i. Completed audit deliverables/milestones to date; ii. Each hospital's progress relative to the audit timeline; and iii. Currently identified risks/issues associated with the audit. 																		

In some instances, hospital financial and cost report periods will differ from the MSP rate. In these instances, hospitals should use multiple audited financial reports and hospital cost reports to fully cover the MSP rate year under audit.

The data should be allocated based on the months covered by the financial or cost reporting period that directly related to the Medicaid State plan period under audit. For instance, if a MSP rate year runs from 7/1/20 to 6/30/21 but a DSH hospital receiving payments under the MSP operates its financial and cost reporting based on a calendar year, the hospital would need to use financial and cost reports for calendar years 2020 and 2021. The hospital would allocate 50% of all costs and revenues in each financial and cost reporting period to determine costs and revenues associated with the MSP rate year 2021.

The following Data Sources for the DSH Audits and Consulting Services are considered the primary sources utilized by the state, hospitals and the independent auditors to complete the DSH audit, the accompanying report and consulting services. After contract approval the Department will provide the Contractor with the Medicaid Management Information System, through an extraction from the Department’s Medicaid Data Warehouse (MDW) and Approved Medicaid State Plan data.

Data Source	Data found in referenced data source
Medicaid Management Information Systems (MMIS)	<ul style="list-style-type: none"> • State MMIS generated IP hospital payments, ancillary charges and routine days for the cost reporting period(s) covering the MSP rate year under audit for each DSH hospital; and • State MMIS generated OP hospital payments and ancillary charges for the cost reporting period(s) covering the MSP rate year under audit for each DSH hospital.
Approved Medicaid State Plan	<ul style="list-style-type: none"> • Medicaid State Plan DSH payment methodologies for the MSP rate year under audit; • State DSH payments to each DSH hospital for the MSP rate year under audit; and • State methodology for determining the hospital-specific DSH limit, the data used to determine such limit and the hospital-specific cost limit generated by methodology and data for the MSP rate year under audit.
Medicare 2552-96 Hospital Cost Report	<p>The Contractor must extract the following data from the Healthcare Cost Report Information System (HCRIS) on CMS’s website.</p> <ul style="list-style-type: none"> • Medicare 2552-96 hospital cost report(s) for the MSP rate year under audit (finalized when available or as filed).
Audited Hospital Financial Statements and Other Auditable Hospital Accounting Records	<p>The Contractor must obtain the following data from hospitals to be audited after contract approval:</p> <ul style="list-style-type: none"> • Hospital revenues from Medicaid Managed Care Organizations, Medicaid payments from other States (regular payments including add-ons, supplemental and enhanced payments, DSH payments), and Medicaid IP/OP hospital payments from all other sources other than the State from hospital financial reports and records for the cost reporting period(s) covering the MSP rate year under audit; • Hospital revenues from or on behalf of patients with no source of third party

	<p>coverage for the hospital services provided;</p> <ul style="list-style-type: none"> • Days and charges for IP/OP Medicaid hospital services for services provided to out of state Medicaid patients; • Days and charges for IP/OP hospital services provided to patients with no source of third party coverage for the hospital services provided; and • Days and charges for IP/OP hospital services provided to Medicaid Managed Care Patients.
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In addition to the data sources above there are a few Informational Websites and Center for Medicaid Services web links which the Contractor must be familiar with as they are relevant to the Medicaid DSH audit and reporting requirements:

1. Final Rule published in the Federal Register on December 19, 2008:
<http://edocket.access.gpo.gov/2008/pdf/E8-30000.pdf>
2. General DSH Audit and Reporting Protocol:
<http://www.cms.hhs.gov/MedicaidGenInfo/Downloads/CMS2198FRptProtocol.pdf>
3. Additional Information on the DSH Reporting and Audit Requirements – Part 1:
<https://www.medicaid.gov/sites/default/files/2020-01/part-1-additional-info-on-dsh-reporting-and-auditing.pdf>
4. Additional Information on the DSH Reporting and Audit Requirements – Part 2:
<https://www.medicaid.gov/medicaid/downloads/part-2-additional-info-on-dsh-reporting-and-auditing.pdf>

4.1.2 Task Orders

For the duration of the contract, the Department will require the contractor to provide consulting services . The specific tasks to be performed under the scope of this contract will be intermittent and the completion of these tasks will be required within the timeframes prescribed in the task order request.

The Department will initiate the task order request utilizing the process detailed below:

1. The Department will submit the task order request via email to the contractor. The task order request will include the specific deliverables required and the timeframe in which it will be completed.
2. The contractor must draft a Statement of Work plan (SOW) to complete the deliverables requested in the task order. The SOW must include the job titles with the corresponding estimated number of hours per title to complete the deliverable(s) and a timeline to complete the deliverables. The SOW must be received within the timeframe stated by the Department in the task order request.
3. The Department will review the SOW received by the Contractor and negotiate any changes deemed necessary prior to the Department’s final approval.
4. The task order must be approved by the Department prior to the start of work.

4.1.3 Consulting Services

DOH may at any time, by written notice, make changes or additions to work or services within the general scope of the contract resulting from this RFP for ad-hoc tasks. Such as: auditing tasks that are necessitated by new or revised provisions of state or federal regulations, financial reviews, or new or revised reporting requirements or standards imposed upon the DSH program through a task order request. It is estimated that the Contractor may incur approximately 1,100 hours of consultant work per contract year (see Staffing Section 4.2 and Attachment B, Cost Proposal bid form). This is an estimated number of hours. Actual hours may be higher or lower. There is no guarantee of actual hours. (See Section 5.4 Payment).

The Contractor will be required to provide consulting services to the Department related to general DSH analysis as well as alternative DSH distribution methodologies, which include but are not limited to:

1. Conducting ad-hoc financial analysis as required by the Department;
2. Utilizing existing DSH data to develop and model alternative DSH distribution methodologies, as requested by the Department;
3. Providing feedback and recommendations on modeled alternative DSH distribution methodologies;
4. Deliver additional reporting to the Department related to the requested modeling as detailed in the developed and approved task orders.

4.2 Staffing

The Contractor will conduct recruitment, organization and training efforts that will provide trained and qualified individuals to coordinate, manage and conduct the audits and carry out the tasks and deliverables as outlined in this RFP. The Contractor will ensure all staffing needs of the program are met on an ongoing basis.

A. DSH Audits

For completion of the annual DSH audits, the contract must:

1. Provide staff identified in Table 2 with the following levels of experience:

Table 2

Title	Experience	Responsibilities
Project Coordinator (Must be a Partner, Principal, or a title equivalent in the contractor's firm).	At least eight (8) years' experience in health care financing reimbursement methodology and Medicaid and Medicare cost reporting.	<ul style="list-style-type: none"> • Coordinate all DSH audit activities, analyze data, prepare reports, and respond to the Department's management information needs; and • Participate in meetings with the Department to attest to audit findings, if requested by the Department.
Audit Manager	<ul style="list-style-type: none"> • CPA and able to operate independently from the Medicaid Agency or subject hospitals; and • At least five (5) years' experience with general accepted accounting 	<ul style="list-style-type: none"> • Respond to the Department personnel and management via telephone and/or email and coordinate requested audit status meetings to apprise the Department of

	<p>principles and financial auditing standards; and</p> <ul style="list-style-type: none"> ○ Experience must be met through experience with United States principles and standards through contracting with a State agency; and <p>The five (5) years' experience must have occurred within the last seven (7) years.</p>	<p>audit issues and status; and</p> <ul style="list-style-type: none"> • Develop written audit guide, policy and procedure manual and related documents.
Audit Team Members and Administrative Staff	<ul style="list-style-type: none"> • At least one (1) year of experience with generally accepted accounting principles and financial auditing standards or a bachelor's degree in a related field; 	<ul style="list-style-type: none"> • Assist with conducting the DSH audit as required; and • Organize, prepare, and carry out all administrative tasks associated with conducting the DSH audits and submitting the resulting audit reports.

2. Provide additional management and administrative support staff necessary to organize, prepare and carry out all administrative tasks associated with conducting the DSH audits;
3. Maintain the staffing levels and personnel as provided in the Contractor's proposal, except as approved by the Department or caused by resignations or other situations, which in the State's judgement, are beyond the Contractor's control;
4. Provide ongoing training initiatives to ensure all contractor and subcontractor staff are trained and that training protocols provide for consistency among audit staff and the analysis of findings; and
5. Submit resumes of staff assigned to the DSH audit work for the Department's review, prior to the start of work. At any time throughout the course of the contract, the Department reserves the right to approve or disapprove the contractor's proposed staffing, including consultants or subcontractors and may request a replacement of such staffing, consultant or subcontractor, if needed.

B. Consultant Services

1. For all task orders entered into between the Department and the Contractor, provide staff, prior to the start of work, with the following levels of experience in Table 3 per title identified on the Attachment B: Cost Proposal:

Table 3

Title	Experience
Partner/Principal	<ul style="list-style-type: none"> • At least seven (7) years' experience in health care financing reimbursement methodology; and

	<ul style="list-style-type: none"> • CPA with at least seven (7) years' experience with generally accepted accounting principles and financial statement auditing standards.
Manager	<ul style="list-style-type: none"> • CPA with at least five (5) years' experience with generally accepted accounting principles and financial statement auditing standards.
Associate	<ul style="list-style-type: none"> • At least two (2) years' experience in healthcare cost reporting and generally accepted accounting principles and financial statement auditing standards.

2. The responsibilities of each consulting services title will be determined during task order development and negotiation; and
3. Maintain the staffing levels and personnel as provided in the Contractor's proposal, except as approved by the Department or caused by resignations or other situations, which in the State's judgement, are beyond the Contractor's control;
4. Provide ongoing training initiatives to ensure all contractor and subcontractor staff are appropriately trained and that training protocols provide for consistency among audit staff and the analysis of findings; and
5. The Contractor may be asked to submit resumes of staff assigned to the consulting work for the Department's review and approval, prior to the start of work. At any time throughout the course of the contract, the Department reserves the right to approve or disapprove the contractor's proposed staffing, including consultants or subcontractors and may request a replacement of such staffing, consultant or subcontractor, if needed.

4.3 Reporting

The Contractor will be required to:

- A. Provide bi-weekly written reports to the Department, one (1) week prior to each bi-weekly meeting outlined in Section 4.1.1 identifying:
 - a) Completed audit deliverables/milestones to date;
 - b) Each hospital's progress relative to the audit timeline; and
 - c) Currently identified risks/issues associated with the audit.
- B. Provide the Department with a Draft and Final Audit Report on or before the dates outlined in Section 4.1.1, Table 1 containing all deliverables outlined in Section 4.1.1;
 1. Audit Reports must contain the original signature of the Audit Manager or another duly authorized person who is a Certified Public Accountant; and
- C. Provide any ad-hoc reporting requested by the Department related to the consulting services and task order request process outlined in Section 4.1.3 (to be included in the hourly rate bid in Attachment B).

4.4 Information Technology

- A. Within 90 days of contract approval, the Contractor must have a fully functional and operating web-based interface to assist with the completion of the DSH Audits and consulting services. The interface will also be utilized by impacted providers to ensure consistency related to all audit data. The Contractor's provided interface is subject to the review and approval of the Department prior to use. At a minimum, the interface must allow for:

1. Real-time data collection functionality to import State-sourced data, Medicare cost report data, and hospital-provider data to compute the uncompensated care cost;
 - a. The sources of the data may include, but are not limited to MMIS, HCRIS, and various hospital-specific data elements provided by the Department and hospitals;
 2. Internet-based remote access to providers, allowing the providers to electronically upload audit data directly into the interface in real-time;
 3. Real-time internet-based remote access to audit data for Department Staff;
 4. Automation of the calculation of each of the 20 DSH data elements;
 5. Allow for standard reporting and the tailoring of reports to all CMS' DSH reporting requirements;
 6. Operation on a secure server and accessible only with a username and credential unique to each user and hospital is entered;
 7. Functionality to assist the contractor to develop and model alternative DSH distribution methodologies; and
 8. Allow for modification throughout the contract term based on feedback from the Department, providers, or any changes in regulations mandated by CMS at no additional costs to the Department;
 - a. The Department anticipates the need for one (1) annual modification of the interface.
- B. In the event, that additional information needs to be shared electronically outside of the web-based interface, the Contractor will be required to interface with each hospital through:
1. Secure Email, including:
 - a. Strong password protection, including password rotations;
 - b. Encryption of all transmitted emails; and
 - c. Inclusion of anti-virus and anti-spam applications; and/or
 2. Secure Fax, including:
 - a. Encryption for transmission of digital faxes; and
 - b. Ensuring the faxing process meet the appropriate HIPAA requirements.
- C. Within the first 45 days of the contract approval from OSC, the Contractor must provide to the Department a security plan that describes how its interface will be in compliance with all applicable NYS Security policies and standards as described in Attachment E for the Department's review and approval.
- D. The selected Contractor shall comply with all privacy and security policies and procedures of the Department ([nys-p03-002 information security policy.pdf](#)) and applicable state and federal law and administrative guidance with respect to the performance of this contract. The Contractor is required, if applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement and a Data Use Agreement (DUA) at contract signing.
- E. The Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOH. The Contractor is obligated to ensure any Subcontractor hired by Contractor who stores, processes, analyzes or transmits MCD on behalf of Contractor has the appropriate Security requirements in place. Contractor is required to include in all contracts and Business Associate Agreements with their Subcontractors language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, DOH must be notified immediately.

4.5 Security

The selected Contractor shall comply with all privacy and security policies and procedures of the Department (<https://its.ny.gov/eiso/policies/security>) and applicable state and federal law and administrative guidance with respect to the performance of this contract. The Contractor is required, if applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement (Appendix H) and a Data Use Agreement (DUA) at contract signing.

The Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOH. The Contractor is obligated to ensure any Subcontractor hired by Contractor who stores, processes, analyzes or transmits MCD on behalf of Contractor has the appropriate Security requirements in place. Contractor is required to include in all contracts and Business Associate Agreements with their Subcontractors language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, DOH must be notified immediately.

The contractor is required to maintain and provide to the Department upon request their data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this RFP, including all plans as they relate to subcontractor work where applicable.

The contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.

The Contractor will comply fully with all current and future updates of the security procedures of the DOH/HRI, as well as with all applicable State and federal requirements, in performance of this contract.

4.6 Transition

- A. The transition represents a period when the DSH audit services and consulting services, provided by the Contractor resulting from this RFP, must be turned over to the Department, another Departmental agency, or successor Contractor during or at the end of the contract.
- B. The Contractor shall ensure that any transition to the Department, Departmental agency or successor Contractor be done in a way that provides the Department with uninterrupted DSH Audit services and consulting services. This includes a complete and total transfer of all data, files, reports, and records generated from the inception of the contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract.
- C. The Contractor shall manage and maintain the appropriate number of staff to meet all requirements listed in the RFP during transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period. All relationships between hospitals and all other parties involved should be notified of the transition and all changes required to ensure a seamless transition of services between Contractors.
- D. The Contractor is required to develop an organized work plan and timeline that ensures a secure and timely transfer of all current and future audit services are addressed and completed during the transition period. The plan and documentation must be submitted to the Department no later than four (4) months prior to the last day of its contract with the Department of Health. The Contractor will work with the Department and incumbent to ensure a complete, efficient, and successful transition.

5.0 ADMINISTRATIVE INFORMATION

The following administrative information will apply to this RFP. Failure to comply fully with this information may result in disqualification of your proposal.

5.1 Restricted Period

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals (“RFP”), Invitation for Bids (“IFB”), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with DOH and ending with the final contract award and approval by DOH and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOH procurements for a period of four (4) years.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies a designated contact on face page of this RFP to whom all communications attempting to influence this procurement must be made.

5.2 Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted via email to: OHIPContracts@health.ny.gov. It is the bidder’s responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in [Section 1.0](#) (Calendar of Events). Questions received after the deadline may **not** be answered.

Any qualifications or exceptions to Attachment 8 (DOH Agreement) proposed by a bidder to this RFP should be submitted in writing prior to the deadline for submission of written questions indicated in Section 1.0 (Calendar of Events). Any such qualifications or exceptions that are not proposed prior to the deadline for submission of written questions may not be considered by DOH after contract award.

5.3 Right to Modify RFP

DOH reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by DOH, at any time prior to the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by DOH will be posted to the DOH website.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify DOH of such error in writing at OHIPcontracts@health.ny.gov and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify DOH of a known error or an error that reasonably should have been known, the bidder shall assume the risk of proposing. If awarded the contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

5.4 Payment

The contractor shall submit invoices and/or vouchers to the State's designated payment office:

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

Subject: **Unit ID: 3450445 Contract #:**

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

**NYS Department of Health
Unit ID 3450445
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave.
Albany, NY 12226-1900**

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 epayments@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

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

1. For the DSH Audits, the contractor is required to provide an all-inclusive deliverable price in the contractor's Attachment B: Cost proposal for each contract year's audit. Each contract year, the contractor shall be paid:
 - a. **7.5%** of its DSH Audit price on a monthly basis, at the end of each month, for the first eight (8) months of each Contract Year, not including the initial 90 day contract period for non-incumbent, prior to submission of the audit reports. This will result in a total of **60%** of the Contractor's annual DSH Audit price paid prior to the submission of DSH audit reports;
 - i. In order to receive payment for services for the first eight (8) months of each contract year, the Contractor will be required to detail in their monthly invoice the work performed during the invoice period. This shall include, but is not limited to the information provided in the biweekly reports outlined in Section 4.3.A of the RFP;
 - ii. In the event of a delay in the initial contract approval, for Contract Year 1, the Contractor will be paid any remaining unpaid balances of the **60%** (identified in bullet a.) upon the submission and the Department approval of the Final DSH Audit Report identified in bullet c. below.
 - b. **20%** of its DSH Audit price upon the submission and Department approval of the Draft DSH Audit Report; and
 - c. **20%** of its DSH Audit price upon the submission and Department approval of the Final DSH Audit Report. The receipt and satisfaction of the Final Audit Report by the Department and resolution of all deficiencies will be addressed (per Section 4.1.1) before payment will be released. The Contractor will not be reimbursed for any additional costs.

2. For Consulting Services, identified in section 4.1.3 of the RFP, payment will be made to the Contractor monthly, upon completion and acceptance by the Department of all deliverables/milestones in the task order. Payment will be paid on an hourly basis, for the actual number of hours worked, not to exceed the amount agreed upon in the SOW, as approved by the Department.
 - a. To receive payment for consulting services, the Contractor must submit an invoice that contains the following:
 - i. An identification of the task order number;
 - ii. A listing by job title of the actual number of hours worked for each staff and their applicable contracted hourly bid price per Attachment B: Cost Proposal;
 - iii. A summary of tasks/milestones completed by each staff member identified in the Task Order;
 - iv. Any applicable reports per Section 4.3 of the RFP and in compliance with a developed task order;
 - b. In the event a submitted deliverable/milestone is not satisfactory, the Contractor will be required to correct the deficiencies as outlined in Section 4.1.2.A.5 prior to receiving payment for that month of work;
 - c. The number of hours included in the Attachment B: Cost Proposal for Consulting Services is an estimate. Actual hours may be higher or lower. There is no guarantee of actual hours.
3. The contractor's prices provided in Attachment B will reflect all costs related to materials, labor, equipment, profit, overhead, meetings, travel, reporting, analysis and training, and any other costs required to complete the audits and consulting services. The contractor will not be reimbursed for any costs outside of the prices provided in their cost proposal. Payment shall be contingent upon the full and proper performance to the satisfaction of the department, by the Contractor, of the audit activities specified in the Agreement, approved Task Orders, and RFP. 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.
4. The prime contractor is responsible for all Subcontractor payments. Billing arrangements are not subject to the same requirements as this RFP and should be agreed upon between the contractor and the subcontractor, prior to payment for work completed.

5.5 Minority & Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health ("DOH") 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 DOH 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 DOH 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, DOH hereby establishes an overall goal of **30%** for MWBE participation, **15%** for Minority-Owned Business Enterprises (“MBE”) participation and **15%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). 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 DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found in the upper right hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory”. Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented.

By submitting a bid, a bidder agrees to complete an MWBE Utilization Plan ([Attachment 5](#), Form #1) of this RFP. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. 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. DOH may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver (if applicable); or
- d) If DOH determines that the Bidder has failed to document good-faith efforts;

The Contractor will be required to 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 DOH, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor’s Quarterly M/WBE Contractor Compliance & Payment Report to the DOH, 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.

If the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding will constitute a breach of Contract and DOH 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.

New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm’s contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department’s website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to OHIPContracts@health.ny.gov before the Deadline for Questions as specified in [Section 1.0](#) (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime contractor.

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.

5.6 Equal Employment Opportunity (EEO) Reporting

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of [Attachment 8](#) Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in [Attachment 8](#).

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

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, 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.

To ensure compliance with this Section, the Bidder should submit with the bid or proposal an Equal Employment Opportunity Staffing Plan ([Attachment 5](#), Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement ([Attachment 5](#), Form # 5), to DOH with their bid or proposal.

5.7 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

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

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

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Forms are available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

5.8 Contract Insurance Requirements

Prior to the start of work under this Contract, the CONTRACTOR shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts as herein below set forth in Attachment 8, the New York State Department of Health Contract, Section IV. Contract Insurance Requirements.

5.8.1 Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that DOH shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with DOH, successful Bidders will be required to verify for DOH, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to provide verification of either of these types of insurance coverage by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

The successful Bidder must submit the following documentation to the Department within 10 calendar days of notification of award.

ONE of the following forms as Workers' Compensation documentation:

A. Proof of Workers' Compensation Coverage:

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

B. Proof of Disability Benefits Coverage:

ONE of the following forms as Disability documentation:

1. **Form DB-120.1** – Certificate of Disability Benefits Insurance; or
2. **Form DB-155** – Certificate of Disability Benefits Self-Insurance; or
3. **Form CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Further information is available at the Workers' Compensation Board's website, which can be accessed through this link: <http://www.wcb.ny.gov>.

5.8.2 Professional Liability Insurance

The Contractor and any subcontractor retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$2,000,000 issued to and covering damage for liability imposed on the Contractor by this contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this contract. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase, at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

5.8.3 Limitation of Liability

Except as otherwise set forth in the Indemnification Provision of the New York State Health Department Contract, the limit of liability shall be as follows:

- a) Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the original contract value exclusive of renewals, for the Products and services, or parts thereof forming the basis of the Department's claim, or (ii) one million dollars (\$1,000,000), whichever is greater.
- b) The Department may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Department unless Contractor at the time of the presentation of claim shall demonstrate to the Department's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
- c) Notwithstanding the above, neither the Contractor nor the Department shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Department, the Contractor, or by others.

5.9 Subcontracting

Bidder's may propose the use of a subcontractor. The Contractor shall obtain prior written approval from NYSDOH before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that the requirements of the RFP are met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the DOH and the Contractor. DOH reserves the right to request removal of any bidder's staff or subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Agreement. Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime contractor.

5.10 DOH's Reserved Rights

The Department of Health 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 Department be unsuccessful in negotiating with the selected bidder;

14. Utilize any and all ideas submitted in the proposals received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty-five days, any offer is subject to withdrawal communicated in a writing signed by the offerer; 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 an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

5.11 Freedom of Information Law ("FOIL")

All proposals may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal as directed in [Section 6.1 \(D\)](#) of the RFP.** If DOH agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

5.12 Lobbying

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. The changes included:

- a) made the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b) required the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c) required governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d) authorized the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e) directed the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f) required the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this RFP should submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination".)
- g) increased the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- h) established the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer

agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

5.13 State Finance Law Consultant Disclosure Provisions

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The successful 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.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at: <http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and <http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

5.14 Debriefing

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the proposal or bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within fifteen (15) calendar days of release of the written or electronic notice by the Department that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the award/non-award letter.

5.15 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/>

5.16 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 (currently found at this address: <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 DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH 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 DOH 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. DOH 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.

5.17 Piggybacking

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

5.18 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 6](#), Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

5.19 Diversity Practices Questionnaire

Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises ("MWBES") in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs.

5.20 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOH recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOH contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOH conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidders are encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

5.21 Intellectual Property

Any work product created pursuant to this agreement and any subcontract shall become the sole and exclusive property of the New York State Department of Health, which shall have all rights of ownership and authorship in such work product.

5.22 Vendor Assurance of No Conflict of Interest or Detrimental Effect

All bidders responding to this solicitation should submit [Attachment 4](#) to attest that their performance of the services outlined in this IFB does not create a conflict of interest and that the bidder will not act in any manner that is detrimental to any other State project on which they are rendering services.

5.23 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

5.24 Executive Order 16 Prohibiting Contracting with Entities Conducting Business Operations in Russia

All Bidders responding to this solicitation should submit Attachment 12 certifying the status of their business operations in Russia, if any, pursuant to Executive Order 16.

6.0 PROPOSAL CONTENT

The following includes the format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are requested to submit complete Administrative and Technical Proposals, and are required to submit a complete Cost Proposal. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment A, Proposal Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

DOH will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals.

6.1 Administrative Proposal

The Administrative Proposal should contain all items listed below. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

- A. Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed [Attachment 1](#), “Prior Non-Responsibility Determination.”

B. Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 5.11](#), (Freedom of Information Law)

C. Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the Office of the State Comptroller’s Help Desk for a copy of the paper form. Bidder’s should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

D. Vendors Assurance of No Conflict of Interest or Detrimental Effect

Submit [Attachment 4](#), Vendor’s Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Bidder, members, shareholders, parents, affiliates or subcontractors. [Attachment 4](#) must be signed by an individual authorized to bind the Bidder contractually.

E. M/WBE Forms

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in [Attachment 5](#), “Guide to New York State DOH M/WBE RFP Required Forms.”

F. Bidder’s Certified Statements

Submit [Attachment 7](#), “Bidder’s Certified Statements”, which includes information regarding the Bidder. Attachment A must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. DOH reserves the right to reject a proposal that contains an incomplete or unsigned [Attachment 7](#) or no [Attachment 7](#).

G. Encouraging Use of New York Businesses in Contract Performance

Submit [Attachment 6](#), “Encouraging Use of New York State Businesses” in Contract Performance to indicate which New York Businesses you will use in the performance of the contract.

H. References

Provide references using [Attachment 9](#), (References) for three similar engagements. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

I. Diversity Practices Questionnaire

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents of this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response to this procurement, [Attachment 10](#) "Diversity Practices Questionnaire". Responses will be formally evaluated and scored.

J. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Submit [Attachment 11](#) certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

K. Executive Order 16 Prohibiting Contracting with Entities Conducting Business Operations in Russia

Submit [Attachment 12](#) certifying the status of your business operations in Russia.

6.2 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and the staff to be assigned to provide services related to the services included in this RFP.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy.

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. Your proposal should contain sufficient information to assure DOH of its accuracy. Failure to follow these instructions may result in disqualification.

Pricing information contained in the Cost Proposal cannot be included in the Technical Proposal documents.

A. Title Page

Submit a Title Page providing the RFP subject and number; the Bidder's name and address, the name, address, telephone number, and email address of the Bidder's contact person; and the date of the Proposal.

B. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the proposal.

C. Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

Bidders must be able to meet all the requirements stated in Section 3.0 of the RFP. The bidder must submit documentation that provides sufficient evidence of meeting the criterion. This documentation may be in any format needed to demonstrate how they meet the minimum qualifications to propose.

C.1 Minimum Qualifications

Bidders must meet all minimum qualifications stated in Section 3.1 of the RFP. The bidder must clearly document their type (s) and level of experience and submit documentation that provides evidence of meeting this criterion, including licenses where applicable. Bidders are requested to provide such documentation in the form of a table outlining project names, dates, and a brief synopsis of each project to document eligibility.

- Bidder must be a Certified Public Accounting firm licensed in New York State; and
- Bidder must have at least three (3) years' experience conducting statewide DSH Audits, in any state.

Experience acquired concurrently is considered acceptable.

C.2 Preferred Qualifications

Bidder should submit documentation that demonstrates their experience with the following outlined in Section 3.2, Preferred Qualifications. Bidders are requested to provide such documentation in the form of a table outlining project names, dates, and a brief synopsis of each project.

- The Bidder has at least five (5) years' experience conducting statewide DSH Audits;
- The Bidder has at least five (5) years' experience with each of the following:
 - Federal DSH policies, regulations, and statutes; and
 - Medicare 2552-96 hospital cost reporting; and
- The Bidder can perform all work in a fully remote manner, upon request.

D. Technical Proposal Narrative

The technical proposal should provide evidence of the Bidder's ability to meet, and expressly respond to, each element listed below.

Elements of the technical proposal are as follows:

D.1 Tasks/Deliverables (Organizational Background and Experience)

D.1.1 Disproportionate Share Hospital Audits

A. General Contractor Responsibilities

The Bidder should provide their agreement to and describe their organization's capacity to carry out the following activities:

- Notify the State in writing of any changes in the persons designated to bind the Contractor;
- Agree that no aspect of Contractor's performance under this Agreement will be contingent upon State personnel or the availability of State resources with the exception of normal cooperation which would be expected in such a contractual relationship;
- Submit via email to the State, within three (3) business days of learning of any situation which will adversely affect the operation of the DSH audit, a description of the situation including a recommendation for resolution whenever possible;
- Submit all deliverables within the Departmental timeframes outlined in Table 1 of this RFP;
- Submit all applicable reports as outline in this RFP;
- Address all cited deficiencies communicated by the Department, and resubmit via email to the Department the deliverables within one (1) week of receiving the initial communication from the Department. Any deficiencies noted by the Department that relate to resubmitted deliverables will be reported to the contractor in the same manner as the deficiencies related

- to the original submission of the deliverable; and
- Transition to a fully remote audit protocol at the request of the Department, ensuring all audit activities are able to be completed in the required timeframes utilizing remote work capacity.

B. Disproportionate Share Hospital Audit Responsibilities/Deliverables

The bidder should describe their experience in conducting state-wide DSH audits. The bidder should include:

1. The state which was audited;
2. A detailed timeline of the completed audit; and
3. Identify if the audit was completed prior to the audit deadline.

The bidder should list the three (3) largest audit projects, other than those identified above, which they have performed within the past five (5) years, which are similar to the audits required in Section 4.0. Describe the audit goals, results, summary of project results and describe the resources expended on the project. The bidder should include start and end dates of the engagement, and whether or not the engagement was completed on time.

The bidder should describe their organization's capacity to carry out the required audit activities on a timely basis and in a manner that allows for onsite activities to be carried out within the time frames set forth in Section 4.0 of this RFP. Be sure to include the following as part of the response:

- a. Proposed timeline for conducting and completing the DSH audits due on September 30, of each year;
- b. Plan for developing and delivering the written audit guide, policy and procedure manual and related documents for completing the DSH Audits;
- c. Detailed project work plan for completing the DSH audits, including how the DSH audit will be conducted in accordance with outline guidelines;

The bidder should describe the specific methods and procedures the bidder will implement to ensure that the DSH audit (s) are performed in adherence with the CMS Final Rule and validates all verifications identified in Section 4.1.1;

- d. Describe additional technologies, special techniques, skills or abilities that the organization considers necessary to accomplish the goal and objective of the DSH audits;
- e. Describe the process it will utilize to monitor and track progress made by hospitals on corrective action plans identified in prior DSH Audits; and
- f. Describe how bidder will prepare and maintain all materials and testify in appeals and/or other legal action occurring as the result of DSH Audits; and

D.1.2 Task Orders

The bidder should describe their ability and experience with receiving task orders, providing a statement of work, completing deliverables, and negotiating changes. Describe the process it will utilize to develop the consulting services SOW for each task order assigned by the Department.

D.1.3 Consulting Services

The bidder should outline their relevant experience with providing consulting services related to general DSH analysis as well as alternative DSH distribution methodologies, which include but are not limited to:

1. Conducting ad-hoc financial analysis as required by the Department;
2. Utilizing existing DSH data to develop and model alternative DSH distribution methodologies, as requested by the Department;

3. Providing feedback and recommendations on modeled alternative DSH distribution methodologies;
4. Deliver additional reporting to the Department related to the requested modeling as detailed in the developed and approved task orders.

D.2 Staffing

The bidder should provide a staffing plan for completion of the DSH Audits and the Consulting Services that includes the following for each:

- a. Title, responsibility, and type of staff available and physical location of bidder's staff to be engaged in performance of the audits;
- b. How the bidder plans to recruit and train an adequate number of staff;
- c. Bidder's ability to provide qualified staff to carry out the projected workload during each contract year for the DSH audits and consulting services and how they will provide staff to meet the scope of work over the entire contract period;
- d. Bidder's ability to provide sufficient additional management and administrative support staff necessary to organize, prepare and carry out all administrative tasks associated with conducting the services;
- e. Bidder's process for ensuring all Contractor and subcontractor staff are appropriately trained and how the training protocols provide for consistency among audit staff and the analysis of findings;
- f. How the Bidder will maintain the staffing levels and personnel planned;
- g. An organizational chart that delineates the titles of the staff responsible for fulfilling program requirements, their lines of communications, and demonstrates how the organization intends to organize staff and management for this project;
- h. A description of how the bidder will ensure that the following staff assigned to the DSH audits, meet the requirements in Section 4.2.A of the RFP:
 1. Project Coordinator;
 2. Audit Manager; and
 3. Audit Team Members and Administrative Staff;
- i. Describe how the bidder plans to provide consulting services to the Department related to general DSH analysis, as well as alternative DSH distribution methodologies, as described in Section
- j. A description of how the bidder will ensure that the following staff assigned to any consulting services, meet the requirements as outlined in this RFP:
 1. Partner/Principal
 2. Manager
 3. Associate

NOTE: Resumes are not required as part of this bid submission and will not be evaluated.

D.3. Reporting

The bidder should provide their plan and experience in providing

- bi-weekly written reports, one (1) week prior to each bi-weekly meeting outlined in Section 4.1.1 identifying:
 - Completed audit deliverables/milestones to date;
 - Each hospital's progress relative to the audit timeline; and
 - Currently identified risks/issues associated with the audit.

- Draft and Final Audit Report(s) on or before the dates outlined in Section 4.1.1, Table 1 containing all deliverables outlined in Section 4.1.1.
- Audit Reports must contain the original signature of the Audit Manager or another duly authorized person who is a Certified Public Accountant.
- Ad-hoc reporting requested by the Department related to the consulting services and task order request process outlined in Section 4.1.3 (to be included in the hourly rate bid in Attachment B).

D.4 Information Technology

The bidder should:

- a) Describe the bidder's proposed web-based interface and how it will be able to be fully functional and operating within 90 days of contract approval;
- b) Describe how the bidder's proposed web-based interface will meet or exceed the requirements identified in Section 4.4

D.5 Security

- a) The bidder should describe how the bidder plans to meet all of the NYS security policies and standards as described in in Section 4.5 and Attachment D;

D.6 Transition

- a) The bidder should describe the bidder's plan to provide the transition described in Section 4.6.

Diversity Practices Questionnaire

- a. Submit [Attachment A](#) Diversity Practices Questionnaire. The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents of this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response to this procurement, [Attachment A](#) "Diversity Practices Questionnaire". Responses will be formally evaluated and scored.

6.3 Cost Proposal

Submit a completed and signed [Attachment B – Cost Proposal](#). The Cost Proposal shall comply with the format and content requirements as detailed in this document and in Attachment B. Failure to comply with the format and content requirements may result in disqualification.

The bid price is to cover the cost of furnishing all of the said services, including but not limited to travel, materials, equipment, overhead, profit and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

The Attachment B: Cost Proposal must contain:

- An all-inclusive deliverable price for the DSH audit to be conducted each MSP rate year; and
- An all-inclusive hourly bid price for each staff title identified in Attachment B for the consultant services outlined in Section 4.2 of the RFP.

7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. The table below outlines the requested format for each part. Proposals should be submitted in electronic submission as prescribed below.

	Electronic Submission
Administrative Proposal	Email labeled "Administrative Proposal, Bidder's Name, RFP# 20276" containing a standard searchable PDF file with copy/read permissions only.
Technical Proposal	Email labeled "Technical Proposal, Bidder's Name, RFP# 20276" containing a standard searchable PDF file with copy/read permissions only.
Cost Proposal	Email labeled "Cost Proposal, Bidder's Name, RFP# 20276" containing standard searchable PDF file(s) with copy/read permissions only.

Submit three (3), standard searchable, open and permission password protected, PDF proposals in three (3) separate emails to OHIPcontracts@health.ny.gov with the subject "<Type of Proposal Submission, Bidder Name, RFP# 20276 >"

Include, as attachment to each email, the distinct PDF file labeled "Administrative Proposal", "Technical Proposal", or "Cost Proposal". Example: "Technical Proposal Submission, ABC Company, RFP# 20276 .

1. All electronic proposal submissions should be clear and include page numbers on the bottom of each page.
2. The body of the email submitted should also include the password to the file and contact information.
3. A font size of eleven (11) points or larger should be used with appropriate header and footer information.
4. In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. Offeror shall have 2 business days to respond to such requests and must certify the resubmission is identical to the original submission.
5. Where signatures are required, the proposals should have a handwritten signature (wet ink) and be signed in blue ink. A scan of the handwritten (wet ink) signature can be used for electronic submission in the PDF. The Department reserves the right to request hardcopy originals of all signature pages at any time.
6. The NYSDOH discourages overly lengthy proposals. Therefore, marketing brochures, user manuals or other materials, beyond that sufficient to present a complete and effective proposal, are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for the NYSDOH to evaluate proposals fairly and completely, proposals should follow the format described in this RFP to provide all requested information. The Bidder should not repeat information in more than one section of the proposal. If information in one section of the proposal is relevant to a discussion in another section, the Bidder should make specific reference to the other section rather than repeating the information;
7. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team; and
8. In the event that a discrepancy is found between the electronic and hardcopy proposal, the original hardcopy will prevail.

The entire proposal must be received by the Department, in three separate emails to the email account and format designated above, no later than the Deadline for Submission of Proposals specified in [Section 1.0](#), (Calendar of Events). Late bids will not be considered.

NOTE: You should request a receipt containing the time and date received.

Submission of proposals in a manner other than as described in these instructions (e.g., fax) will not be accepted.

7.1 No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form [Attachment 2](#).

8.0 METHOD OF AWARD

8.1 General Information

DOH will evaluate each proposal based on the “Best Value” concept. This means that the proposal that best “optimizes quality, cost, and efficiency among responsive and responsible offerers” shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

DOH at its sole discretion, will determine which proposal(s) best satisfies its requirements. DOH reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted **70%** of a proposal's total score and the information contained in the Cost Proposal will be weighted **30%** of a proposal's total score.

Bidders may be requested by DOH to clarify the contents of their proposals. Other than to provide such information as may be requested by DOH, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events).

In the event of a tie, the determining factors for award, in descending order, will be:

- (1) lowest cost and
- (2) proposed percentage of MWBE participation.

8.2 Submission Review

DOH will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in [Section 6.0](#) (Proposal Content) and [Section 7.0](#) (Proposal Submission), including documentation requested for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of DOH, may be rejected.

8.3 Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of program staff of DOH will review and evaluate all proposals.

Proposals will undergo a preliminary evaluation to verify Minimum Qualifications to Propose (Section 3.0).

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Bidder.

The technical evaluation is **70% (up to 70 points)** of the final score.

8.4 Cost Evaluation

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum cost score of 30 points. The maximum cost score will be allocated to the proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the proposals offered at the lowest final cost, using this formula:

$$C = (A/B) * 30\%$$

A is Total price of lowest cost proposal;
B is Total price of cost proposal being scored; and
C is the Cost score.

The cost evaluation is **30% (up to 30 points)** of the final score.

8.5 Composite Score

A composite score will be calculated by the DOH by adding the Technical Proposal points and the Cost points awarded. Finalists will be determined based on composite scores.

8.6 Reference Checks

The Bidder should submit references using [Attachment 9](#) (References). At the discretion of the Evaluation Committee, references may be checked at any point during the process to verify bidder qualifications to propose (Section 3.0).

8.7 Best and Final Offers

NYSDOH reserves the right to request best and final offers. In the event NYSDOH exercises this right, all bidders that submitted a proposal that are susceptible to award will be asked to provide a best and final offer. Bidders will be informed that should they choose not to submit a best and final offer, the offer submitted with their proposal will be construed as their best and final offer.

8.8 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the Finalist(s) with the highest composite score(s) whose experience and qualifications have been verified.

The Department will notify the awarded Bidder(s) and Bidders not awarded. The awarded Bidder(s) will enter into a written Agreement substantially in accordance with the terms of [Attachment 8](#), DOH Agreement, to provide the required services as specified in this RFP. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

ATTACHMENTS

The following attachments are included in this RFP and are available via hyperlink or can be found at: <https://www.health.ny.gov/funding/forms/>.

1. [Bidder's Disclosure of Prior Non-Responsibility Determination](#)
2. [No-Bid Form](#)

3. [Vendor Responsibility Attestation](#)
4. [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
5. [Guide to New York State DOH M/WBE Required Forms & Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
9. [References](#)
10. [Diversity Practices Questionnaire](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)
12. [Executive Order 016 Prohibiting Contracts with Entities Conducting Business in Russia](#)

The following attachments are attached and included in this RFP:

- A. Proposal Document Checklist
- B. Cost Proposal
- C. Anticipated DSH Hospital Listing
- D. Department of Health Security Requirements

**ATTACHMENT A
PROPOSAL DOCUMENT CHECKLIST**

Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

RFP #20276 – Disproportionate Share Hospital (DSH) Audits		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.1.A	Attachment 1 – Bidder’s Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1.B	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.C	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.E	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.1.f	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment 5 Form 1	<input type="checkbox"/>
	Attachment 5 Form 2 (If Applicable)	<input type="checkbox"/>
	Attachment 5 Form 4 (If Applicable)	<input type="checkbox"/>
	Attachment 5 Form 5 (If Applicable)	<input type="checkbox"/>
§ 6.1.g	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1.H	Attachment 7 - Bidder’s Certified Statements, completed & signed.	<input type="checkbox"/>
§ 6.1.I	Attachment 9 – References	<input type="checkbox"/>
§ 6.1.J	Attachment 10 - Diversity Practices Questionnaire	<input type="checkbox"/>
§ 6.1.K	Attachment 11 - Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
§ 6.1.L	Attachment 12 – Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia	<input type="checkbox"/>
§ 6.1.M	<u>State Finance Law Consultant Disclosure Provision – Forms A & B:</u>	<input type="checkbox"/>
	A. Contractor’s Planned Employment B. Contractor’s Annual Employment Report	<input type="checkbox"/>
§ 6.1.N	<u>Sales and Compensating Use Tax Certification</u>	<input type="checkbox"/>
	Form ST-220-CA for NYS Department of Health	<input type="checkbox"/>
	Form ST-220-TD for NYS Department of Taxation and Finance	<input type="checkbox"/>
FOR THE TECHNICAL PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.2.A	Title Page	<input type="checkbox"/>

§ 6.2.B	Table of Contents	<input type="checkbox"/>
§ 6.2.C	Documentation of Bidder's Eligibility (Requirement)	<input type="checkbox"/>
§ 6.2.D	Technical Proposal Narrative	<input type="checkbox"/>
FOR THE COST PROPOSAL REQUIREMENT		
RFP §	REQUIREMENT	INCLUDED
§ 6.3	Attachment B- Cost Proposal	<input type="checkbox"/>

ATTACHMENT B
COST PROPOSAL
RFP #20276

1. Annual DSH Audit

- For each DSH Audit, the bidder **MUST** propose an all-inclusive Audit Report Price for each contract year per Section 4.0 Scope of Work and Section 5.4 Payment.
- The contractor’s prices provided in Attachment B will reflect all costs related to materials, labor, equipment, profit, overhead, meetings, travel, reporting, analysis and training, and any other costs required to complete the audits and consulting services. The contractor will not be reimbursed for any costs outside of the prices provided in their cost proposal.

<u>Contract Year</u>	<u>MSP Rate Year</u>	<u>DSH Audit Report Price</u>
0: October 1, 2023-December 31, 2023	N/A	N/A
1: January 1, 2024-December 31, 2024	2021	
2: January 1, 2025-December 31, 2025	2022	
3: January 1, 2026-December 31, 2026	2023	
4: January 1, 2027-December 31, 2027	2024	
5: January 1, 2028-December 31, 2028	2025	

2. Consulting Services

- For consulting services outlined in Section 4.1.3., the bidder **MUST** propose all-inclusive hourly Bid Price per each staff title.
- The hourly price bid must include all costs for materials, labor, equipment, profit, overhead, meetings, travel, reporting, analysis and training, and any other costs required to complete the services.
- Required experience per staff level is provided in Table 3, Section 4.3.C of the RFP.
- The hourly bid price must be separately proposed for each Title in column (A) below.
- The number of hours provided for each Title are estimated annual hours and may not be changed by the bidder.
- Bidders may **not** propose a range of hourly bid prices for the Titles described in Section 4.3.C. One (1) hourly bid price must be proposed for each Title regardless of the number of staff assigned to a title.
- Payment for consulting services will be made per Section 4.0 Scope of Work and Section 5.4 Payment.

<u>(A) Staff Title</u>	<u>(B) Hourly Bid Price</u>	<u>(C) Estimated Number of Annual Hours*</u>
Partner/Principal		100
Manager		350
Associate		650

**This is an estimated number of hours. Actual hours may be higher or lower. There is no guarantee of actual hours. (See Section 5.4 Payment).*

By signing this Cost Proposal Form, bidder agrees that the prices above are binding for 365 days from the proposal due date.

Bidder's Authorized Signature

Date

Printed Name and Title

Attachment B, page 2 of 2

ATTACHMENT C
ANTICIPATED DSH HOSPITAL LISTING (Actual hospital listing may vary)

Opcert Provider

1623001 ADIRONDACK MEDICAL CTR
0101000 ALBANY MED CTR
0701000 ARNOT OGDEN MED CTR
0501000 AUBURN COMMUNITY HOSP
3801000 AURELIA OSBORN FOX
7002001 BELLEVUE HOSPITAL CTR
1427000 BERTRAND CHAFFEE HOSP
5957000 BLYTHEDALE CHILDRENS HOSP
3535001 BON SECOURS COMMUNITY
7000001 BRONXCARE HOSP CTR
7001002 BROOKDALE HOSP MED CTR
7001003 BROOKLYN HOSPITAL CTR
0601000 BROOKS-TLC HOSP SYSTEM
7000011 CALVARY HOSPITAL
4429000 CANTON-POTSDAM HOSP
2238700 CARTHAGE AREA HOSP
5263000 CATSKILL REGIONAL MED CTR
5401001 CAYUGA MEDICAL CENTER
0824000 CHENANGO MEM HOSP
4401000 CLAXTON-HEPBURN MED CTR
3421000 CLIFTON SPRINGS HOSP
4458701 CLIFTON-FINE HOSP
4720700 COBLESKILL REGIONAL HOSP
1001000 COLUMBIA MEMORIAL
2625700 COMMUNITY MEM HOSP
7001009 CONEY ISLAND HOSPITAL
5001000 CORNING HOSPITAL
3301008 CROUSE HOSPITAL
0226700 CUBA MEMORIAL HOSP
1229700 DELAWARE VALLEY HOSP
3101000 EASTERN NIAGARA HOSPITAL
5526700 ELLENVILLE REGIONAL HOSP
4601001 ELLIS HOSPITAL
7003000 ELMHURST HOSP CTR
1401005 ERIE COUNTY MED CTR
3429000 F F THOMPSON HOSPITAL
3202003 FAXTON-ST LUKES HEALTHCARE
7003001 FLUSHING HOSPITAL MED CTR
3523000 GARNET HLTH MED CTR
5263700 GARNET HLTH MED CTR-CATSKILLS-HERMANN
3402000 GENEVA GENERAL HOSP
2901000 GLEN COVE HOSPITAL
5601000 GLENS FALLS HOSPITAL
4329000 GOOD SAM / SUFFERN
5154001 GOOD SAM / WEST ISLIP
4423701 GOUVERNEUR HOSPITAL
1101000 GUTHRIE CORTLAND MED CTR
7002009 HARLEM HOSPITAL CTR
5501000 HEALTHALLIANCE MARYS AVE CAMP
4322000 HELEN HAYES HOSPITAL
7002050 HENRY J CARTER SPEC HOSP
2701001 HIGHLAND HOSPITAL

7002012 HOSP FOR SPECIAL SURGERY
5153000 HUNTINGTON HOSPITAL
5022000 IRA DAVENPORT MEMORIAL
7000002 JACOBI MEDICAL CENTER
7003003 JAMAICA HOSPITAL MED CTR
1401002 JOHN R OISHEI CHILDREN'S HOSP
5149000 JOHN T MATHER MEMORIAL
0228000 JONES MEMORIAL HOSP
1401014 KALEIDA HEALTH
1404000 KENMORE MERCY HOSP
7001016 KINGS COUNTY HOSP CTR
7002017 LENOX HILL HOSPITAL
2424700 LEWIS COUNTY GENERAL
7000008 LINCOLN MEDICAL
2129700 LITTLE FALLS HOSPITAL
5123000 LONG ISLAND COMM HOSP
7003004 LONG ISLAND JEWISH
7001020 MAIMONIDES MED CTR
1226701 MARGARETVILLE HOSP
3824000 MARY IMOGENE BASSETT HOSP
4402001 MASSENA HOSPITAL
3622700 MEDINA MEMORIAL HOSPITAL
7002020 MEMORIAL HOSP FOR CANCER
1401008 MERCY HOSP OF BUFFALO
2909000 MERCY MEDICAL CENTER
7002021 METROPOLITAN HOSPITAL CTR
7000006 MONTEFIORE MED CTR
5903001 MONTEFIORE MOUNT VERNON HOSP
5904001 MONTEFIORE NEW ROCHELLE HOSP
4324000 MONTEFIORE NYACK
7002002 MOUNT SINAI BETH ISRAEL
7001041 MOUNT SINAI BROOKLYN
7002024 MOUNT SINAI HOSPITAL
7002032 MOUNT SINAI MORNINGSIDE
2950001 MOUNT SINAI SOUTH NASSAU
3121001 MOUNT ST MARYS HOSP HLTH
2950002 NASSAU UNIV MED CTR
1701000 NATHAN LITTAUER HOSP
7002026 NEW YORK EYE AND EAR INFIRMARY OF MOUNT SINAI
5820000 NEWARK-WAYNE COMM HOSP
7001021 NEWYORK-PRESBYTERIAN BROOKLYN METH HOSP
5901000 NEWYORK-PRESBYTERIAN/HUDSON VALLEY HOSP
7003010 NEWYORK-PRESBYTERIAN/QUEENS
3102000 NIAGARA FALLS MEMORIAL
2527000 NICHOLAS H NOYES MEM
2951001 NORTH SHORE UNIV HOSP
1327000 NORTHERN DUTCHESS HOSP
5920000 NORTHERN WESTCHESTER HOSP
7001008 NY COMMUNITY / BROOKLYN
7002054 NY PRESBYTERIAN HOSP
7002053 NYU LANGONE HOSPITALS
1254700 O'CONNOR HOSPITAL
0401001 OLEAN GENERAL HOSP
2601001 ONEIDA HEALTH HOSP
3702000 OSWEGO HOSPITAL
0301001 OUR LADY OF LOURDES

5155000 PECONIC BAY MEDICAL CTR
5932000 PHELPS HOSPITAL
2952005 PLAINVIEW HOSPITAL
3950000 PUTNAM HOSP
7003007 QUEENS HOSPITAL CTR
7004010 RICHMOND UNIV MED CTR
2221700 RIVER HOSPITAL
2701003 ROCHESTER GENERAL HOSP
3201002 ROME MEMORIAL HOSPITAL
1401010 ROSWELL PARK
4102002 SAMARITAN HOSP
2201000 SAMARITAN MED CTR
4501000 SARATOGA HOSPITAL
4823700 SCHUYLER HOSPITAL
1401013 SISTERS OF CHARITY HOSP
6120700 SOLDIERS AND SAILORS MEMORIAL
5154000 SOUTH SHORE UNIV HOSP
3529000 ST ANTHONY COMMUNITY HOSP
7000014 ST BARNABAS HOSPITAL
5157003 ST CATHERINE OF SIENA
5149001 ST CHARLES HOSPITAL
3202002 ST ELIZABETH MED CTR
2953000 ST FRANCIS / ROSLYN
5002001 ST JAMES HOSP
7001024 ST JOHNS EPISCOPAL SO SHORE
5907001 ST JOHNS RIVERSIDE HOSP
2952006 ST JOSEPH HOSPITAL
3301003 ST JOSEPHS HOSP HLTH CTR
5907002 ST JOSEPHS MEDICAL CENTER
3522000 ST LUKES CORNWALL HOSP/NEWBURGH
2801001 ST MARYS HEALTHCARE
0101004 ST PETERS HOSPITAL
7004003 STATEN ISLAND UNIV HOSP
5151001 STONY BROOK UNIV HOSP
2701005 STRONG MEMORIAL HOSP
4601004 SUNNYVIEW HOSP & REHAB
0303001 UNITED HEALTH SERVICES
1801000 UNITED MEMORIAL MED CTR
2754001 UNITY HOSPITAL/ROCHESTER
7001037 UNIV HOSP OF BROOKLYN
3301007 UNIV HOSP SUNY HLTH SCIENCE
1624000 UNIV OF VERMONT HLTH NETWORK-ALICE HYDE MED CTR
0901001 UNIV OF VERMONT HLTH NETWORK-CHAMPLAIN VALLEY
1552701 UNIV OF VERMONT HLTH NETWORK-ELIZABETHTOWN COM HOSP
0602001 UPMC CHAUTAUQUA AT WCA
1302001 VASSAR BROTHERS MED CTR
5957001 WESTCHESTER MED CTR
0632000 WESTFIELD MEM HOSP
5902001 WHITE PLAINS HOSPITAL CTR
5902002 WINIFRED MASTERSON BURKE REHAB
7001045 WOODHULL MEDICAL
7001035 WYCKOFF HEIGHTS MED CTR
6027000 WYOMING CO COMMUNITY HOSP

ATTACHMENT D

DEPARTMENT OF HEALTH SECURITY REQUIREMENTS

Within the first 45 days of the contract start date, the contractor must provide to the Department a security plan that describes their security and compliance with all applicable NYS Security policies and standards (the list below highlights the most pertinent items):

All policies and standards defined in the New York State ITS security policies and standards (<https://its.ny.gov/ciso/policies/security>), including, but not limited to:

- o NYS-P10-006 - Identity Assurance Policy,
- o NYS-S13-001 - Secure System Development Life Cycle Standard,
- o NYS-S13-002 - Secure Coding Standard (if applicable),
- o NYS-S13-004 - Identity Assurance Standard,
- o NYS-S14-003 - Information Security Controls Standard,
- o NYS-S14-005 - Security Logging Standard,
- o NYS-S14-007 - Encryption Standard,
- o NYS-S14-013 -Account Management / Access Control Standard
- o NYS-S15-001 -Patch Management Standard (if applicable) and
- o NYS-S15-002 -Vulnerability Scanning Standard