

Request for Grant Applications

HEAL NY

Phase 3

Health Information Technology (HIT) Grants

RGA Number 0610100951

Issued by the
New York State Department of Health
and the
Dormitory Authority of the State of New York

Questions Due: November 27, 2006

Applicant Conference: November 21, 2006

Applications Due: January 8, 2007

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SECTION 1: INTRODUCTION

1.1 Background

Medical technology has advanced rapidly in the past ten years, from robotic and laparoscopic surgery to drug-coated stents. In general, however, the health care industry lags well behind other industries in its investment and use of information technology. Industries such as financial services have invested 10% or more of their revenues into information systems, while the health care industry is estimated to have invested less than 4% of its revenues.

Health Information Technology (HIT) is a key element necessary to meet the challenges of steeply increasing health care costs and shortfalls in health care quality. HIT can provide better and more timely access to information and can enhance information sharing throughout the continuum of care. Within the last few years, the federal government and leadership of the private sector have made progress in setting the stage for transforming health care through improved HIT.

For example, in 2004 the federal government established a National Coordinator for HIT, charged with the development, maintenance, and oversight of a strategic plan for nationwide adoption of HIT. *A Framework for Strategic Action* has been developed and outlines four goals and twelve strategies for adoption of HIT. These goals are: assist improved clinical practice; interconnect clinicians; personalize care; and improve population health.

The delivery of health care in New York State occurs in many different settings, from physicians' offices to hospitals, and from Manhattan to rural upstate towns. There is a crucial need for timeliness and standardization of data to transmit relevant information to healthcare providers in a clinically useful form. Reconfiguration of the healthcare system places higher demands on information sharing as patients are cared for in different settings based on their changing clinical needs. This diversity of settings, along with the increased mobility of the patient population, requires that standards be put in place so those providers can easily and securely access healthcare information.

In addition, the ability of public health entities to monitor potential epidemics, bio-terrorism and general health trends can be significantly improved by the ready availability of timely, standardized information. As information becomes more accessible to medical professionals, researchers will be able to study the effectiveness of various interventions in a real-world setting. This will lead to better interventions, and will help clinicians more effectively tailor their interventions to individual patient needs.

Improving the State's own data infrastructure will be critical to the development of effective HIT in New York. Monitoring quality and outcomes will require broad databases that will allow individual institutions, as well as the State, to monitor their performance against state and national benchmarks. Data integrity, confidentiality and availability must be assured, and State and HIPAA-compliant privacy considerations must be adhered to.

As New York develops its HIT infrastructure, it must ensure that the systems used by providers are able to communicate easily with one another, using open architecture and embracing the principle of interoperability among various stakeholders. Stakeholders in the health care delivery system include the patient, physician, hospitals, nursing homes, pharmacies, public health entities, insurers, employer groups and the entities set forth in Section 3.3 of this Request for Grant Applications (RGA).

To date, many providers, especially large providers, have embraced HIT within their sphere of operations. Information flows freely when authorized between physicians' offices and hospitals for the sake of efficiency and quality of care improvements. There is, however, little or no incentive to assure that the information is available outside of their network. Successful applicants must demonstrate that their Project will assist in building an infrastructure in New York State to share clinical information among stakeholders.

In 2006 many interoperable HIT projects are moving forward in NYS toward the ultimate goal of connecting patient information across the State. In addition, great progress has been made toward achieving national HIT standards. This RGA takes both those factors into account and will further strengthen and broaden the use of HIT across the State.

1.2 The HEAL NY Program

Pursuant to Section 2818 of the Public Health Law (PHL) the Health Care Efficiency and Affordability Law for New Yorkers Capital Grant Program (the HEAL NY Program) was established in 2004 to invest up to an anticipated \$1 billion over a four year period to effectively reform and reconfigure New York's health care delivery system to achieve improvements in patient care and increased efficiency of operation. Section 2818 provides that the HEAL NY Program shall be jointly administered by the New York State Department of Health (DOH) and the Dormitory Authority of the State of New York (DASNY). The HEAL NY Program is a multi-year, multi-phased program with two primary objectives:

- To identify and support opportunities for development and investment in HIT initiatives on a regional level; and
- To identify and support opportunities for restructuring health care delivery systems on a regional basis in a manner that result in improved quality, efficiency and stability of health care services.

Funding has been made available pursuant to Section 1680-j of the Public Authorities Law (PAL) and consists of DASNY bonding authority in the amount of up to \$740 million and state appropriations, beginning with the 2005 – 2006 State Fiscal Year.

During 2005, an RGA was issued for Phase 1 HIT grants. Over one hundred applications were received and on May 24, 2006 Governor Pataki announced \$52.9 million in Phase 1 grants to 26 applicants and their collaborating stakeholders. An RGA for Phase 2 restructuring grants was issued in May 2006 and is anticipated to result in awards totaling \$269.4 million.

This RGA is designated Phase 3 and seeks applications for additional HIT related projects. Phase 3 grant awards are anticipated to total \$52,875,000, although if additional funding becomes available, this amount may be increased. These awards will range from a minimum of \$100,000 up to a maximum of \$5 million.

The size of individual grants will be determined based on an evaluation of the scope of work presented, the need for the Project within the community, and the degree to which the project meets the goals and priorities of the HEAL NY Program, as more specifically set forth in Section 2 below and any other requirements contained in the attachments in Section 6.

Grants will be considered for up to 40 percent of the cost of an eligible Project, except as provided in Section 2.3.3 below.

The Eligible Applicant and stakeholders will be required to meet all applicable regulatory requirements relating to Certificate of Need (CON) and federal and state standards of care.

1.3 Phase 3: HEAL NY HIT Initiative

DOH and DASNY are currently requesting applications from Eligible Applicants (as defined in Section 3.2) for grants to support development and investment in HIT initiatives within the State in the three categories described below. Successful applicants must demonstrate that their Project will:

1. Assist in building an infrastructure in New York State to share clinical information among patients, providers, payers and public health entities;
2. Support the statewide adoption of systems compatible with the Strategic HIT Plan that is being developed at the federal level; and
3. Be able to be a part of the planned national network for sharing patient data.

1.4 Phase 3: HEAL NY HIT Initiative Categories

This RGA is seeking applications for HIT projects in the following categories:

1. Projects supporting community-wide sharing of imaging data (e-imaging).
2. Projects specifically designed to foster bi-directional exchange of public health data.
3. Projects designed to expand the exchange of clinical data within New York State.

Applicants may not submit more than one application. However, this limitation applies to the Eligible Applicant only. Entities may participate as a stakeholder in any number of applications. Entities participating as the Eligible Applicant in one project may participate as a stakeholder in other projects.

Approximately \$10 million in grant funds will be made available for awards in both Category 1 and Category 2. The remaining \$32,875,000 in grant funds, plus any funds not awarded from Category 1 and Category 2, will be made available for awards in Category 3. Only those applications meeting minimum scoring criteria will be considered for an award. Awards will be made based on score and geographic region until all funds available for a given category have been awarded. In the event that additional funds become available, the amounts set forth in this paragraph will be increased proportionately in accordance with Section 2.1.4.

SECTION 2: GRANT REQUIREMENTS

2.1 *Eligible Projects and Categories*

DOH and DASNY are requesting applications from Eligible Applicants (as defined in Section 3.2) for grants to support development and investment in HIT initiatives within the State in the three categories described below. Successful applicants must demonstrate that their Project will assist in building an infrastructure in New York State to share clinical information among patients, providers, payers, and public health entities, and will support the statewide adoption of systems compatible with the federal Strategic HIT Plan that is being developed at the federal level, and be able to be a part of the planned national network for sharing patient data. Accordingly, Phase 3 grants will be limited to HIT Projects in the following three categories:

2.1.1 Category 1 –Projects supporting community-wide sharing of imaging data (e-imaging). Approximately \$10,000,000 in grant funds will be made available for projects in this category.

These projects will be designed to share imaging data among a group of healthcare stakeholders in a community large or small. Successful applications will show that a large percentage of physicians in a community will be able to use the capabilities of the system. Systems which incorporate two-way communication between physician and patient (telemedicine), as well as transmit imaging and clinical information for decisional support may be included as part of a project. Projects must adhere to technical requirements/standards as described in Attachment 12. Projects should also describe the level of interoperability achieved and how image compression and image viewer compatibility will be achieved.

Financial Factors

- A.** Payers: Projects will be required to have a minimum of 20% of the total project costs provided by non- governmental payer(s). Projects that are financed in excess of 30% by payers will be scored higher.
- B.** PACs: Projects utilizing existing Picture Archiving and Communication System (PACs) will be eligible for HEAL NY funding up to 50% of the project's total cost.
- C.** Vendors: Projects utilizing vendors / vendor groups that represent over 20% of the total project costs and agree to accept over 30% of their compensation in the form of payments contingent upon achieving agreed measures in quality improvement and/or cost reduction will be scored higher.

2.1.2 Category 2 –Projects specifically designed to foster bi-directional exchange of public health data. Approximately \$10,000,000 in grant funds will be made available in this category.

In addition to the bi-directional exchange of public health data, these projects must also focus on utilizing the interoperable data available through the HIT initiative to make the transfer of information to Public Health authorities quicker, more accurate and more efficient. Applications must utilize the requirements/standards as described in Attachment 14; reduce redundant manual entry of data by the applicants and stakeholders to state, local and federal Public Health authorities; and include fully integrated support for *near real-time* standards-based electronic exchange of either of the following:

- A. Clinical laboratory data, inclusive of lab test orders and results, with automated transmission of test results to Health Provider Network/Electronic Clinical Laboratory Reporting System (HPN/ECLRS) and test orders to public health laboratories in New York State (Wadsworth Center, New York City, and county public health laboratories). The bi-directional exchange should include automation of receipt of alerts and edits from the HPN.
- B. Medical records within the clinical community, with automated reporting in real-time of Statewide Planning and Research Cooperative System (SPARCS) data elements (or subsets thereof) from emergency department and in-patient hospital admissions via the HPN. The bi-directional exchange should include automation of receipt of alerts and edits from the HPN.

Projects may also include expenses for the following purposes, however the primary focus of the project must be related to A or B above:

- a. Health facility patient census, bed and resource information with Health Provider Network/Health Emergency Response Data System (HPN/HERDS).
- b. Event patient tracking and location with HERDS.

2.1.3 Category 3 - Projects designed to expand the exchange of clinical data within New York State.

Projects designed to fund the necessary infrastructure within individual providers and the necessary connecting software and hardware to allow these providers to join existing HEAL-funded or other successful clinical data sharing projects will be a priority and be scored higher. HEAL-funded projects can be found on the DOH Web site at [www.nyhealth.gov/technology/awards /](http://www.nyhealth.gov/technology/awards/)

In addition, projects designed to fund initial clinical data sharing projects in geographic areas where no HEAL-funded projects currently exist; and where strong evidence can be shown that joining an existing project is impractical, and where there is a large percentage of community stakeholder involvement, and where participants can support a full clinical data sharing organization, will also be eligible for funding.

Projects, as described above, emphasizing e-Prescription and Electronic Health Record (EHR) deployment will be eligible, as will other clinical data sharing projects. E-Prescription projects will be expected to adhere to the requirements detailed in Attachment 13 and to discuss their approach to the recommendations listed in Attachment 13. EHR projects will be required to utilize certified EHRs only unless it can be shown that certain requirements of ambulatory EHRs are not relevant to the specific clinical application proposed, and that certification for that application is expected to be achieved within six months of certification being available. Other projects will be expected to adhere to national standards as they are developed and to achieve certification within six months of certification being available.

2.1.4 Regions and Allocations:

Awards for Categories 1, 2 and 3 will be allocated in one of six geographic regions within New York State as established in connection with the Commission on Health Care Facilities in the Twenty First Century, pursuant to Section 31 of Part E of Chapter 63 of the Laws of 2005. Categories 1 and 2 will be awarded first without regard to regional limitations. Subsequently, funds will be awarded to Category 3 applications based on allocations shown below such that each region will be awarded at least the amount below if there are enough eligible applications that have achieved the minimum scoring:

- New York City (approximately \$11.2 million in grant funds);
- Long Island, consisting of Nassau and Suffolk counties (approximately \$3.9 million in grant funds);
- Hudson Valley, consisting of Delaware, Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester counties (approximately \$3.1 million in grant funds);
- Northern, consisting of Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington counties (approximately \$2.0 million in grant funds);
- Central, consisting of Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Oneida, Onondaga, Ontario, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Yates counties (approximately \$4.2 million in grant funds); and

- Western, consisting of Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming counties (*approximately \$2.2 million in grant funds*).

Remaining funds will be awarded to the highest scoring applications without regard to regional allocations.

DOH and DASNY reserve the right to reallocate funds among the three categories and among the regions to meet the objectives of the HEAL NY Program.

2.2 Project Requirements for all Categories:

- 2.2.1** The Eligible Applicant and all stakeholders must meet the eligibility criteria set forth in Section 3.
- 2.2.2** Grant Disbursement Agreements (GDAs) in connection with the HIT Projects shall (A) provide that the work covered by such contract shall be deemed “public work” subject to and in accordance with Articles 8, 9 and 10 of the Labor Law, if applicable; and (B) shall provide that the contractors performing work under all such contracts shall be deemed to be “state agencies” for the purposes of Article 15-A of the Executive Law.
- 2.2.3** The Project must be consistent with the goals and recommendations, when available, of the Commission on Health Care Facilities in the Twenty-First Century, as established pursuant to Section 31 of Part E of Chapter 63 of the Laws of 2005.
- 2.2.4** Projects must involve multiple stakeholders, and include different categories of stakeholders (e.g. hospitals and physicians or physicians and payers), as defined in Section 3. The Eligible Applicant must provide evidence of the Project stakeholders' commitments to work together in the form of an agreement among the Eligible Applicant and the stakeholders, as further described in Section 3. Projects must also be easily open to new membership of all appropriate stakeholders within the community. Eligible project related costs may be incurred by either the Eligible Applicant or the Project stakeholders. Future Stakeholders who have not been identified at the time of the grant submission and/or stakeholders lacking a commitment in writing will not be considered in the evaluation process.
- 2.2.5** Applications must also address disaster recovery and alternate communications infrastructure considerations, as described in item #3 of Attachment 14, to assure exchange when primary service

providers are not able to provide power, internet service, or land and cell communications.

- 2.2.6** It is the expectation that there will be collaboration among HEAL grantees for the contract period. This may include attending meetings, sharing information and providing data for a standardized evaluation of projects related to quality and cost savings.
- 2.2.7** In the grant application, the Eligible Applicant must describe in detail how the project is consistent with program goals by demonstrating how the project will:
- A.** Reduce costs and/or utilization over time associated with duplicate services by promoting the sharing of clinical data;
 - B.** Meet the specific priorities and goals of the HEAL NY Program;
 - C.** Improve the quality of health care delivery including better clinical outcomes and a reduction in the rate of medical errors, if applicable;
 - D.** Promote HIT interoperability (the ability to access vital medical information immediately and efficiently) among all components of the health care delivery system, which will improve satisfaction among patients and physicians. Projects and Eligible Applicants will be required to commit to being interoperable and adhering to the national standards for their type of Project as they are developed. Projects and Eligible Applicants must commit to achieving compliance with and certification in interoperability, privacy and security standards within six months of such standards and certification becoming available; and
 - E.** Demonstrate the financial viability and the sustainability of the business model for the Project itself. Ongoing payment commitments and involvement from non-governmental payers will be required for Category 1 projects and considered favorably for Categories 2 and 3. In addition, each application must propose a methodology for measuring the benefits of the Project in terms of both quality and overall community health care costs over the three years following funding of their grant.
- 2.2.8** In assessing whether the Project described in the grant application will achieve the goals set forth herein, DOH and DASNY will consider the following factors:
- A.** Demonstration of reduction in excess health system cost or usage;

- B.** Demonstration that public health care need continues to be met and is improved after implementation of the Project, including access to health care for the uninsured and underinsured populations, and the rapid transmission of clinical information on reportable conditions to public health officials;
- C.** Demonstration of the ability of the Project and Eligible Applicant and participating stakeholders to meet applicable regulatory requirements;
- D.** Demonstration of the qualifications, competence and ability of the Eligible Applicant and participating stakeholders, vendors and others involved in the Project to achieve Project goals;
- E.** The improvement of patient access to personal medical data;
- F.** The improvement of satisfaction among patients and physicians;
- G.** Projects will be expected to support automated, bi-directional, standards-based reporting of critical public health information to state public health entities unless such information is already being supplied by Eligible Applicant and participating stakeholders;
- H.** Ability of the Eligible Applicant to fund the Project from multiple funding sources, including the HEAL NY Program;
- I.** Assessment of the return on investment to the regional and statewide health care delivery systems and the value achieved for each dollar of HEAL NY funding requested;
- J.** Demonstration of the commitment and support by a significant number of clinicians to use the technology;
- K.** Responsiveness and completeness of the Grant Application;
- L.** Participation by stakeholders receiving the primary financial benefits of the project.

2.3 *Financial Requirements*

2.3.1 Grants may range from \$100,000 to \$5,000,000 per Project.

2.3.2 All Phase 3 funds must be utilized for capital costs, as defined by State law and incurred after the start date of the GDA (see Attachment 16 for

further information). Costs incurred after October 1, 2006, which are clearly related to the Project, including planning costs, may count as matching funds. The Eligible Applicant must demonstrate that the Project is fully funded prior to the execution of the GDA, which can include submission of commitment letters from stakeholders.

2.3.3 Grants will be awarded for up to 40% of a Project's total costs. The other 60% must be provided either by the Eligible Applicant, the Project stakeholders, or other sources. However, Category 1 Projects utilizing existing PAC systems, as described in Section 2.1.1 herein, and applications that include one or more financially distressed entities as described in Section 3.5 herein, may be eligible for grants covering up to 50% of a Project's total costs. Matching funds will be required to come from a combination of the Eligible Applicant and stakeholder resources, as well as from other funding sources, including but not limited to other non-State grants or commercial loans. The following criteria will be utilized to determine whether particular costs may be considered matching funds:

- A.** Only direct costs will be counted toward the match. No indirect costs, such as administrative costs, will be counted. In-kind contributions are allowable as long as they are direct costs.
- B.** Costs financed by project income from October 1, 2006 through the term of the GDA may count towards satisfying a match.
- C.** Costs and third party in-kind contributions must be verifiable from the records from grantees and subgrantees.
- D.** Only the non-State share of matching funds and/or services may be counted toward the match requirement.
- E.** Donated services provided to a grantee will be valued at a rate consistent with those ordinarily paid for similar work.
- F.** Supplies, equipment and space donated by or loaned by third parties will be valued at the fair market value or rental rate for such supplies, equipment and space.

2.3.4 DOH and DASNY reserve the right to make awards in amounts less than requested. However, successful applicants must nonetheless commit to completing the full scope of the approved project. Applicants are cautioned however, that they should not anticipate such cuts in their project budgets as all budgets will be reviewed, including items to be funded with matching funds. Budgeted items determined to be

unnecessary or inappropriate for the project will be removed and awards will be made based on the adjusted budget.

- 2.3.5** Upon the award of a HIT grant, DOH and DASNY will issue an award letter to the awardee. The award letter is not a commitment to provide funds, but may assist awardees in obtaining other sources of financing as required to secure the full Project cost. See Section 5.7 for additional information.

SECTION 3: WHO MAY APPLY

3.1 An Eligible Applicant is the entity that will enter into a GDA with DOH and DASNY. The Eligible Applicant will be responsible for ensuring that grant funds are distributed in accordance with the GDA to further the goals of the HEAL NY Program. Phase 3 Grant funds may be spent on eligible Project related costs that are incurred by either the Eligible Applicant or the Project stakeholders. As described below, the application must identify at least two parties: the Eligible Applicant and the required stakeholder. There must be a stakeholder in a different category from the Eligible Applicant. The stakeholder and the Eligible Applicant must not be under common control or have the authority to appoint board members of the other entity.

3.2 In addition, an Eligible Applicant shall be a legally existing organization that is, or is licensed to operate, one or more entities in the following organizational categories in the State of New York:

1. A general hospital as defined by subdivision 10 of Section 2801 of the PHL;
2. A nursing home as defined by Section 2801 (2) and (3) of the PHL;
3. A Certified Home Health Agency or a Licensed Home Care Service Agency as defined by Article 36 of the PHL;
4. A diagnostic and treatment center or an ambulatory surgery center licensed under Article 28 of the PHL;
5. A group of physicians such as a limited liability corporation or professional corporation;
6. A County or municipal Public Health Department;
7. A non-governmental community organization that exists to plan and coordinate health care delivery in a region;
8. A public benefit corporation authorized to operate an entity licensed under Article 28 of the PHL; or
9. An entity organized as a Clinical Information Data Exchange whose members include any combination of the above.

3.3 Eligible Applicants with multiple appropriate stakeholders within the community are preferred. The Eligible Applicant must enter into an agreement with one or more legal entities in the following organizational categories:

1. An organization of the type set forth in Section 3.2. above (Note: Existing Clinical Information Data Exchange Projects funded in HEAL NY Phase 1 would be considered stakeholders under this definition);
2. Payers, including governmental entities, employers, and commercial insurance companies;
3. Pharmacies;
4. Clinical Laboratories;
5. A hospice as defined in Article 40 of the Public Health Law; or

6. An adult care facility with an Assisted Living Program as defined in Social Services Law Section 461-l;

3.4 In order to satisfy the goals of interoperability and information sharing among stakeholders, at least one of the entities that have entered into an agreement with an Eligible Applicant must not be under common control or have the authority to appoint board members of the other entity. In addition, at least one of the independent stakeholders must be from a separate category of organization, except for an Eligible Applicant under Section 3.2 (9) above that also meets all of the requirements of this section. For example, a hospital and a physicians' group (who are not employees of the hospital) would meet the multi-stakeholder test whereas two hospitals would not.

3.5 Applications that include at least one financially distressed entity either as an applicant or in the group of stakeholders entering into an agreement will be eligible for up to an additional 10% of total project costs at the discretion of DOH and DASNY based on the distressed entity's level of integration with the project. For every 10% of the project's cost represented by the distressed entity, the HEAL NY funding percentage will increase by 2% up to a total increase of 10% or a maximum total of 50% funding for all project categories, including PACS projects. Such distressed status must be demonstrated by the submission of the certification form included as Attachment 7 to this RGA.

1. A loss from operations in each of the three consecutive preceding years as evidenced by independently certified audited financial statements; and
2. A negative fund balance or negative equity position in each of the three consecutive preceding years as evidenced by independently certified audited financial statements; and
3. A current ratio of less than 1:1 for each of the three consecutive preceding years.

3.6 The agreement between the Eligible Applicant and any stakeholders shall set forth, at a minimum:

1. Clearly measurable goals of the group and the Project;
2. The rights and responsibilities, including financial obligations, of each party to the agreement;
3. The extent to which each party shall utilize HEAL NY Program Grant funds; and
4. The manner in which the Eligible Applicant shall ensure that the grant proceeds are appropriately spent.

Section 4. APPLICATION REQUIREMENTS

4.1 General Application Format

- 4.1.1** Applications should be concise, single-spaced, and use at least a 12 point type, including timeline and budget. The technical application should be not more than 25 pages in length.
- 4.1.2** Applications must be submitted in two separate and distinct parts, following the formats shown in RGA Attachments 4 and 5.

Part 1: Technical Application (2 Original and 11 copies)

Part 2: Financial Application (2 Original and 6 copies)

- 4.1.3** Include all sections described in RGA Attachments 4 and 5 and all applicable attachments and certifications described in Section 6. Be complete and specific when responding. A panel, convened by the DOH and DASNY, will review and score the applications from Eligible Applicants.

IMPORTANT

- *No project cost information should be included in the Technical Application. Failure to adhere to this requirement may result in disqualification of your application*
- *Each cover page must be signed by an individual authorized to bind the Eligible Applicant to any GDA resulting from the application.*

SECTION 5: ADMINISTRATIVE PROCESS AND REQUIREMENTS

5.1 Question and Answer Phase:

- 5.1.1** All substantive questions must be submitted in writing to:
Robert Schmidt, Director, HEAL NY Implementation Team
New York State Department of Health
Hedley Building, 6th Floor
Troy, NY 12180
email: healnyhit@health.state.ny.us
- 5.1.2** To the degree possible, each inquiry should cite the RGA section and paragraph to which it refers. Written questions will be accepted through **November 27, 2006**.
- 5.1.3** Questions of a technical nature can be addressed in writing or via telephone by calling Robert Schmidt at (518) 402-0953. Questions are of a technical nature if they are limited to how to prepare the application (e.g., formatting) rather than relating to the substance of the application.
- 5.1.4** Prospective applicants should note that all clarifications and exceptions, including those relating to the terms and conditions of the GDA, are to be raised prior to or on **November 10, 2006**.
- 5.1.5** By **December 1, 2006**, written answers to all questions raised will be posted on the DOH website at <http://www.nyhealth.gov/>. Written answers to subsets of questions may be posted at an earlier date. Applicants wishing to receive an e-mail notification of the posting should submit a request, including the applicant's e-mail address, to healnyhit@health.state.ny.us.

5.2 Applicant Conference

- 5.2.1** An applicant conference will be held **November 21, 2006, at the Empire State Plaza Conference Room 5, from 10:00am to 1:00pm**. DOH requests that potential applicants register for this conference by sending an email to healnyhit@health.state.ny.us to insure that adequate accommodations be made for the number of prospective attendees. Please provide a list of individuals expected to attend. A maximum of three representatives from each prospective applicant will be permitted to attend the applicant conference. Failure to attend the applicant conference will not preclude the submission of an application.

5.3 *Completing the Application*

Attachments 4 and 5 should be utilized to complete the application.

5.4 *How to file an application*

5.4.1 Applications must be **received** at the following address by **January 8, 2007 at 4:00 pm**. Late applications will not be accepted.

Mr. Robert Schmidt
Director, HEAL NY Implementation Team
New York State Department of Health
Hedley Building, 6th Floor
Troy, New York 12180

5.4.2 Eligible Applicants shall submit two original, signed technical applications and eleven copies, and two original, signed financial applications and six copies. Application packages should be clearly labeled with the name and number of the RGA as listed on the cover of this RGA document. Technical and financial applications may be packaged together, but must be clearly labeled and separated within the package. Applications *WILL NOT* be accepted via fax or e-mail.

5.4.3 It is the Eligible Applicant's responsibility to see that applications are delivered to the address noted above prior to the date and time specified. Late applications due to delay by the courier or not received in the Department's mailroom in time for timely transmission to the Hedley Building will not be considered.

5.5 *Review Process*

Applications received in response to the HEAL NY Phase 3 HIT RGA will be evaluated as follows:

5.5.1 Stage 1: Each application will be reviewed for completeness. Applications missing material elements may be eliminated from further review.

5.5.2 Stage 2: Each application will be reviewed to confirm that the provisions of Section 3 are satisfied, to confirm the intent to enter into an agreement among the Eligible Applicant and the stakeholders, and to confirm that all identified stakeholders meet the conditions in Section 3.3. Applications not meeting these criteria will be eliminated from further review.

5.5.3 Stage 3: Applications passing the first two stages will be forwarded to technical and financial review teams for scoring. Applications must receive a minimum score of 65 in Stage 3 in order to be considered for an award. Technical scoring will be based on the following components and will be valued at 70 percent:

1. The extent to which the Project meets all of the requirements outlined in Section 2 of this RGA including special requirements as appropriate;
2. Ability of Eligible Applicant to complete the Project;
3. Ability of stakeholders to fulfill their Project role;
4. Technical viability of the Project; and
5. The Application is in the format described in this RGA.

Financial scores will be valued at 30 percent, and will be based on the overall cost, reasonableness of the Project's budget, the extent to which the application meets all of the requirements in the RGA and other factors.

5.6 *The Department of Health and the Dormitory Authority of the State of New York reserve the right to:*

1. Reject any or all applications received in response to this RGA.
2. Award more than one GDA resulting from this RGA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and DASNY.
5. Negotiate with awardees within the requirements of the HEAL NY Program to serve the best interests of the State.
6. Eliminate the detail specifications should an insufficient number of applications be received that meet all these requirements.
7. If DOH and DASNY are unsuccessful in negotiating a GDA with one or more awardees within an acceptable time frame, they may award the funds to the next most qualified applicant(s) in order to serve and realize the best interests of the State.
8. DOH and DASNY reserve the right to award grants based on geographic or regional considerations to serve the best interests of the State.
9. Reject any application submitted by an Eligible Applicant which is not in compliance with all state and federal requirements.

5.7 *Award Letter*

After DOH and DASNY have selected awardees, DOH and DASNY will issue an award letter to the awardees. The award letter is not a commitment to provide funds, but may

assist awardees in finalizing other sources of financing as required to secure the full Project cost. The award letter will expire 30 days after issuance, and upon the termination of the award letter, DOH and DASNY may reallocate the funds to one or more other Eligible Applicants.

5.8 Term of GDA

Any GDA resulting from this RGA will be effective only upon approval by the New York State Office of the Comptroller. It is expected that GDAs resulting from this RGA will begin on or about **March 1, 2007**, and will have a duration of one year with a DOH option to renew the contract for one additional year to ensure completion of the project.

5.9 Payment & Reporting Requirements

5.9.1 Payments under the resulting GDAs will be processed by DOH. The Grantee shall submit information of the type set forth below pursuant to the requirements to be set forth in the GDA.

1. Payment of such invoices by the State (NYS DOH) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be based on completion of specific milestones to be outlined in the Project work plan and must be within the specific GDA budget. Advances will only be authorized in exceptional circumstances to eligible Applicants. Not all Applicants may be eligible for payment advances.
2. The Grantee must voucher monthly to DOH based upon eligible expenses actually incurred by the Grantee. Payment will be made upon presentation to DOH of a Standard Voucher Form, together with such supporting documentation as DOH may require, in the forms to be set forth in the GDA or as otherwise determined by DOH.
3. In no event will DOH make any payment which would cause the aggregate disbursements to exceed the Grant amount.
4. All costs for which reimbursement is sought must have been incurred by the Grantee as set forth on the cover page of the GDA or one of the Project stakeholders.

5.9.2 Reporting Requirements: During the development and implementation phase, the grantee shall submit a monthly report to DOH, which at a minimum includes:

1. Discussion of milestones achieved and evaluation of Project status;
2. Discussion of any delays or other issues encountered;
3. Plan of action for addressing any delays or other issues encountered;
4. Objectives for the next reporting period;

5. Objectives for the remaining Project period;
6. Discussion of any quality control monitoring performed;
7. Financial report of Project expenses and revenues;
8. Description of any collaboration with other grant recipients in their region and with the DOH on the development of statewide standards; and
9. Post implementation reports are also required annually for three years.

5.10 General Specifications

5.10.1 By signing the Application cover page each signatory attests to its express authority to sign on behalf of the Eligible Applicant.

5.10.2 The Eligible Applicant, stakeholders and vendors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this GDA will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

5.10.3 Submission of an application indicates the Eligible Applicant's acceptance of all conditions and terms contained in this RGA. If an Eligible Applicant does not accept a certain condition or term, this must be clearly noted in a cover letter to the application.

5.10.4 An Eligible Applicant may be disqualified from receiving awards if such Eligible Applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or other State contracts, or has failed to meet all regulatory requirements relating to CON and federal and State standards of care.

5.10.5 All deadlines are critical and awardees will be expected to meet all timeframes.

5.11 Provisions Upon Default

5.11.1 The services to be performed by the Applicant shall be at all times subject to the direction and control of the State as to all matters arising in connection with or relating to the GDA resulting from this RGA.

- 5.11.2** In the event that the Eligible Applicant, through any cause, fails to perform any of the terms, covenants or promises of any GDA resulting from this RGA, DOH and DASNY, acting for and on behalf of the State, shall thereupon have the right to terminate the GDA by giving notice in writing of the fact and date of such termination to the Applicant.
- 5.11.3** If, in the judgment of DOH and DASNY, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, DOH and DASNY, acting on behalf of the State, shall thereupon have the right to terminate any GDA resulting from this RGA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the Office of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the Office of the State Comptroller.

5.12 Appendices

The following will be incorporated as appendices into any GDA(s) resulting from this Request for Application:

1. APPENDIX A: Standard Clauses for All New York State GDAs
2. APPENDIX A-1: Agency Specific Clauses
3. APPENDIX B: Budget
4. APPENDIX C : Payment and Reporting Schedule
5. APPENDIX D : Workplan
6. APPENDIX E : Unless the CONTRACTOR is a political subdivision of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
7. Workers' Compensation, for which one of the following is incorporated into this GDA as Appendix E-1:
 - **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **WC/DB-101**, Affidavit That An OUT-OF-STATE Or FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR

- **C-105.2** – Certificate of Workers’ Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
 - **SI-12** – Certificate of Workers’ Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers’ Compensation Group Self-Insurance.
8. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers’ Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **WC/DB-101**, Affidavit That An OUT-OF-STATE Or FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers’ Compensation And/Or Disability Benefits Insurance Coverage; OR
 - **DB-120.1** – Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
 - **DB-155** – Certificate of Disability Benefits Self-Insurance

NOTE: Do not include the Workers’ Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should you receive an award.

SECTION 6: ATTACHMENTS

1. Public Health Law Section 2818
2. Public Authorities Law Section 1680-j
3. Applicant Checklist/Format
4. Technical Application Format
5. Financial Application Format
6. Eligible Applicant Certification
7. Certification of Financial Distress
8. GDA Appendix A: Standard Clauses for all NYS Contracts
9. GDA Appendix A-1: Agency Specific Clauses
10. GDA Appendix C: Payment and Reporting Schedule
11. GDA Appendix F: Project/Contract Contingencies
12. e-Imaging Requirements
13. e-Prescribing and Medication Management Requirements and Recommendations
14. Bi-Directional Exchange of Public Health Information Recommendations
15. List of Acronyms
16. HEAL NY HIT Allowable Costs
17. Vendor Responsibility
18. Vendor Responsibility Questionnaire

Attachment 1

HEAL NY Legislation (PHL 2818)

§ 2818. Health care efficiency and affordability law for New Yorkers (HEAL NY) capital grant program.

1. The commissioner and the director of the dormitory authority of the state of New York shall enter into an agreement, subject to the approval of the director of the budget, for the purpose of administering the funds available to the health care efficiency and affordability law for New Yorkers (HEAL NY) capital grant program as authorized under section sixteen hundred eighty-j of the public authorities law, in a manner that will encourage improvements in the operation and efficiency of the health care delivery system within the state. A copy of such agreement, and any amendments thereto, shall be provided to the chair of the senate finance committee, the director of the division of budget and the chair of the assembly ways and means committee.

Such agreement shall include criteria, to be developed by the commissioner and the director of the authority, to be considered in their evaluation of applications and determination of awards, including, but not limited to:

- (a) determination of eligible applicants, provided that such eligible applicants shall include entities representative of any part of the health care delivery system;
- (b) consideration of statewide geographic distribution of funds;
- (c) minimum and maximum amounts of funding to be awarded under the program;
- (d) the relationship between the project proposed by an applicant and identified community need; and
- (e) the extent to which the applicant has access to alternative financing.

Such agreement shall be provided to the chair of the senate finance committee, the director of the division of budget and the chair of the assembly ways and means committee no later than thirty days prior to the scheduled approval of the first bond issuance for the program by the public authorities control board. The authority shall also report quarterly to such chairpersons on the awards made through the program, including the name of the applicant, a description of the project and the amount of the award.

The commissioner and the director of the authority shall award grants to eligible applicants after due public notice of the availability of funds and through a process which ensures to the maximum extent practicable and where appropriate, competition among such applicants, consistent with the following requirements: the commissioner and the director of the authority shall publish the priorities and goals that are to be achieved through grant funding, and regularly provide public notice of the availability of funding. These priorities and goals shall be consistent with the objectives and determinations of the Commission on Health Care Facilities in the Twenty-First Century established pursuant to a chapter of the laws of two thousand five, provided, however, that nothing shall prohibit the commissioner and the director for the authority from awarding grants prior to a final report to the commission. For each project that will be

recommended for approval, the commissioner and the director of the authority shall report to the chair of the senate finance committee, the director of the division of budget and the chair of the assembly ways and means committee how the project meets the priorities, goals and criteria established pursuant to this section.

Contracts awarded to eligible applicants shall require that work performed thereunder shall be deemed "public work" and subject to and performed in accordance with articles eight, nine and ten of the labor law and the contractors performing such work shall also be deemed a state agency for the purpose of article fifteen-A of the executive law and subject to the provisions of such article.

2. Notwithstanding the provisions of subdivision one of this section, the commissioner and the director of the dormitory authority may award, in an amount not to exceed twenty-five percent of the health care system improvement capital grant program allocation in any given fiscal year, grants to eligible applicants without the process set forth in subdivision one of this section. With respect to the process for the awarding of such funds without the process set forth in subdivision one of this section, the commissioner and the director of the dormitory authority shall determine eligible awardees based solely on an applicant's ability to meet the following criteria:

- (i) Have a loss from operations for each of the three consecutive preceding years as evidenced by audited financial statements; and
 - (ii) Have a negative fund balance or negative equity position in each of the three preceding years as evidenced by audited financial statements; and
 - (iii) Have a current ratio of less than 1:1 for each of three consecutive preceding years; or
 - (iv) Be deemed to the satisfaction of the commissioner to be a provider that fulfills an unmet health care need for the community as determined by the department through consideration of the volume of Medicaid and medically indigent patients served; the service volume and case mix, including but not limited to maternity, pediatrics, trauma, behavioral and neurobehavioral, ventilator, and emergency room volume; and, the significance of the institution in ensuring health care service access as measured by market share within the region.
- (c) Prior to an award being granted to an eligible applicant without a competitive bid or request for proposal process, the commissioner and the director of the dormitory authority shall notify the chair of the senate finance committee, the chair of the assembly ways and means committee and the director of the division of budget of the intent to grant such an award. Such notice shall include information regarding how the eligible applicant meets criteria established pursuant to this section.

Attachment 2

HEAL NY Legislation (PAL 1680-j)

§1680-j. Authorization for the issuance of bonds for the health care efficiency and affordability law for New Yorkers (HEAL NY) capital grant program

Notwithstanding any other provision of law to the contrary, the dormitory authority of the state of New York is hereby authorized to issue bonds or notes in one or more series in an aggregate principal amount not to exceed seven hundred fifty million dollars excluding bonds issued to fund one or more debt service reserve funds, to pay costs of issuance of such bonds, and bonds or notes issued to refund or otherwise repay such bonds or notes previously issued, for the purposes of financing project costs authorized under section twenty-eight hundred eighteen of the public health law. Of such seven hundred fifty million dollars, ten million dollars shall be made available to the community health centers capital program established pursuant to section twenty-eight hundred seventeen of the public health law.

1. Such bonds and notes of the dormitory authority shall not be a debt of the state and the state shall not be liable thereon, nor shall they be payable out of any funds other than those appropriated by the state to the authority for debt service and related expenses pursuant to any service contract executed pursuant to subdivision two of this section, and such bonds and notes shall contain on the face thereof a statement to such effect. Except for purposes of complying with the internal revenue code, any interest income earned on bond proceeds shall only be used to pay debt service on such bonds. All of the provisions of the dormitory authority act relating to bonds and notes which are not inconsistent with the provisions of this section shall apply to obligations authorized by this section, including but not limited to the power to establish adequate reserves therefore and to issue renewal notes or refunding bonds thereof. The issuance of any bonds or notes hereunder shall further be subject to the approval of the director of the division of the budget, and any projects funded through the issuance of bonds or notes hereunder shall be approved by the New York state public authorities control board, as required under section fifty-one of this chapter.

2. Notwithstanding any other law, rule or regulation to the contrary, in order to assist the dormitory authority in undertaking the administration and financing of projects authorized under this section, the director of the budget is hereby authorized to enter into one or more service contracts with the dormitory authority, none of which shall exceed more than thirty years in duration, upon such terms and conditions as the director of the budget and the dormitory authority agree, so as to annually provide to the dormitory authority, in the aggregate, a sum not to exceed the annual debt service payments and related expenses required for the bonds and notes issued pursuant to this section. Any service contract entered into pursuant to this subdivision shall provide that the obligation of the state to pay the amount therein provided shall not constitute a debt of the state within the meaning of any constitutional or statutory provision and shall be deemed executory only to the extent of monies available and that no liability shall be incurred by the state beyond the monies available for such purposes, subject to annual appropriation by the legislature. Any such contract or any payments made or to be made thereunder may be assigned or pledged by the dormitory authority as security for its bonds and notes, as authorized by this section.

3. Notwithstanding any law in the contrary, and in accordance with section four of the state finance law, the comptroller is hereby authorized and directed to transfer from

the health care reform act (HCRA) resources fund (061) to the general fund, upon the request of the director of the budget, up to \$6,500,000 on or before March 31, 2006, and the comptroller is further hereby authorized and directed to transfer from the healthcare reform act (HCRA); resources fund (061) to the capital projects fund, upon the request of the director of budget, up to \$139,000,000 for the period April 1, 2006 through March 31, 2007, up to \$170,976,000 for the period April 1, 2007 through March 31, 2008, and up to \$198,408,000 for the period April 1, 2008 through March 31, 2009.

Attachment 3

APPLICATION CHECKLIST/FORMAT

1. Technical Application

- _____ Technical Application Cover Page
- _____ Eligible Applicant Certification
- _____ Table of Contents
- _____ Executive Summary
- _____ Eligible Applicant
- _____ Stakeholders
- _____ Project Description
- _____ Technology
- _____ Project Monitoring Plan

2. Financial Application

- _____ Financial Application Cover Page
- _____ Table of Contents
- _____ Executive Summary
- _____ Project Budget
 - _____ Certification of Financial Distress (if applicable)
 - _____ Project Expenses and Justification
- _____ Project Fund Sources
- _____ Cost Effectiveness
- _____ Project Financial Viability
- _____ Eligible Applicant Financial Stability
- _____ Vendor Responsibility Questionnaire

3. Packaging the Application

- _____ Ensure no cost information is included in the Technical Application.
- _____ The package contains:
 - _____ Two original, signed, Technical Applications
 - _____ Eleven copies of the Technical Application
 - _____ Two original, signed, Financial Applications
 - _____ Six copies of the Financial Application
- _____ Applications will be accepted if delivered by 4PM on the date shown on the RGA cover page.
- _____ Application package is labeled:
 - HEAL NY Phase 3: Health Information Technology
 - RGA # 0610100951

Attachment 4

HEAL NY Phase 3: Health Information Technology

**Format for Part One: the Technical Application
HEAL NY Phase 3 Technical Application
Cover Page**

Eligible Applicant Name _____

Project Name _____

Applicant's Address _____

Select One Category

- ___ Category 1 - e-Imaging
- ___ Category 2 - Projects to support Public Health Reporting Initiatives
- ___ Category 3 - Clinical data sharing projects or projects designed to join existing clinical information data exchange projects

Select One Region

- | | |
|-------------------|--------------|
| ___ New York City | ___ Northern |
| ___ Long Island | ___ Central |
| ___ Hudson Valley | ___ Western |

IMPORTANT: The Technical Application, including this cover page, must NOT contain ANY information regarding the Project cost. Information relative to Project cost is to be included in only the Financial Application. Eligible Applicants failing to comply may be eliminated from further review.

Provide the following Contact Information

Name _____ Title _____

Phone _____ Fax _____ E-mail _____

Signature of an individual who will be authorized to bind the Eligible Applicant to any GDA resulting from this application:

Signature _____

Part One: Technical Application

Eligible Applicant Name _____

Project Name _____ **Category #** _____

INSERT
Eligible Applicant Certification
(See Attachment 6)

HEAL NY Phase 3 Technical Application

Eligible Applicant Name: _____

Project Name: _____ Category #: _____

Applicants must follow the format below, using the titles in bold.

Table of Contents

Executive Summary

- 1. Eligible Applicant**
- 2. Stakeholders**
- 3. Project Description**
- 4. Technology**
- 5. Project Monitoring Plan**

HEAL NY Phase 3 Technical Application

Eligible Applicant Name: _____

Project Name: _____ **Category# :** _____

Executive Summary

This part of the Technical Application must briefly describe:

- The overall Project.
- How the Project meets HEAL NY HIT Initiative objectives and requirements (see RGA Sections 1.2 and 1.3).
- How the Eligible Applicant and stakeholders meet the eligibility criteria (see RGA Sections 3.2 and 3.3).

A. Eligible Applicant

In this section, provide basic organizational information relative to the Eligible Applicant. This should include information such as the Eligible Applicant's exact corporate name, history, mission, board composition, ownership and affiliations, staffing, services provided, and any other relevant information. Also provide information that will allow DOH and DASNY to understand how the Eligible Applicant is prepared to proceed with the Project. Provide any experience the Eligible Applicant has with Projects of this type, how the Eligible Applicant fits within the public health community, and evidence that the Eligible Applicant will be able to implement the Project.

B. Stakeholders

For each stakeholder, provide information to describe how the relationship among the Eligible Applicant and the stakeholders satisfies the provisions of Sections 3.1, 3.2, 3.3 and 3.4. Include information on the stakeholder's expected role in the Project and provide a letter from the stakeholder outlining their understanding of that role and a copy of the agreement between the Eligible Applicant and the stakeholders.

C. Project Description

Overview: Provide an overview of the Project, Project goals and objectives, and the overall timetable for Project implementation. Describe how the goals and objectives of the Project are consistent with those outlined by the HEAL NY Program and the impact on the community and region, as well as the goals and criteria set forth in this RGA. Describe how the project fulfills all the requirements of the Category for which it is applying, as described in Section 2.1.

Project Outcomes: Describe anticipated Project outcomes. Describe how the Project will result in improved quality, stability and efficiency of the health care delivery system in New York State. Describe how the Project will increase collaborative partnerships across various components of the health care delivery system, including health care providers, community based organizations, educational institutions, payers, not for profit and for profit entities, and how it will increase the opportunity for clinical information data exchange on a broader basis. The Project must describe

the impact on the community relating to quality of care and cost savings and must specifically address each of the objectives set forth in RGA Section 2.2.7 of this RGA. If common evaluation metrics have been established by the State or State sponsored entity for the type of project being undertaken, then these metrics must be utilized for this purpose. The application must address the factors specified in RGA Section 2.2.8.

Describe in detail how this Project is consistent with HEAL NY program by demonstrating how the Project will:

- a. Meet the specific priorities, objectives and goals of the HEAL NY Program;
- b. Improve the quality and stability of health care delivery in the Community; and
- c. Promote greater efficiency in the delivery of healthcare services in the Community.
- d. Be consistent with the goals and recommendations, when available, of the Commission on Health Care Facilities in the Twenty-First Century, as established pursuant to Section 31 of Part E of Chapter 63 of the Laws of 2005;
- e. Reduce costs and/or utilization over time associated with duplicate services.

Project Timeline: Provide a timeline for the Project up through the date of implementation, including identification of major milestones and the person or entity accountable for each milestone. If applicable, the Eligible Applicant must describe in detail the phasing plan anticipated to achieve implementation. This phasing plan must identify specific milestones and dates of completion for each milestone.

Project Team: Provide resumes and references for each key staff member of the Project team. Describe how this team has the expertise and experience necessary to successfully complete the Project within the timeframes outlined and achieve the goals and objectives set forth in the application. Provide information on any key contractors that the Eligible Applicant will contract with to facilitate the Project.

D. Technology

Capacity and Performance Plan

Respondents should address the need for performance and capacity planning, providing description of proposed system requirements and evidence of performance, capacity growth analyses and that the requested equipment, software or services acquisitions scales to the projected requirements.

Continuity and availability of Information Systems

Respondents should address the need for Continuity and Availability, describing their proposed system or service availability requirements and concomitant infrastructure considerations and plans for availability, backup, disaster recovery of data, application services and communications systems. This is inclusive of resiliency to service

disruption or data loss due to natural disasters such as floods, hurricanes and power outages.

Information Security

Respondents should address the need for information security, describing existing security infrastructure providing for patient ownership of records while preventing unauthorized access, misuse, theft of patient information. This is inclusive of identification of information security offices, existence of security policies and procedures, as well as infrastructure for identity management, authentication and access control, protection of data at rest and in transit, testing and change control, and patient record ownership. Respondents should compare and contrast existing capacity proposed with the ISO17799 standard or equivalent.

Vendor Credentialing

Respondents should provide detailed evidence of vendor's capacity and credentials, including references, corporate market share, staff qualifications and availability to support the proposed project.

Discuss how the Project will achieve interoperability for clinical information sharing and reduction in costs and/or utilization over time. Describe the commitment to implementing an interoperable system that adheres to the national standards as they are developed. For e-imaging projects, refer to Attachment 12; for projects involving development and implementation of electronic prescribing, refer to attachment 13; for projects supporting Public Health Reporting Initiatives, refer to Attachment 14. Describe the commitment to achieving compliance with and certification in interoperability, privacy and security standards within six months of such standards and certification becoming available. Describe the specific technology to be utilized. This description should include, if applicable and available, specific vendors, hardware and software. Describe how the Eligible Applicant and Stakeholder organizations have leveraged their existing infrastructure, are utilizing existing national standards and are providing for the privacy and data security of participants. Discuss the ability of the system utilized for the project to allow for future growth, such as an e-imaging system that can evolve into a system to accommodate EHRs or how new participants can be integrated into the Project. Demonstrate support for automated, bi-directional standards based on reporting of critical public health information to State Public Health. If such information is already being provided by Project participants, please describe the current information and process.

E. Project Monitoring Plan

Describe the methodology that will be used to track progress within the Project, including any quality assurance testing that will be performed. Describe how the monitoring plan will include identification of barriers and strategies to resolve issues. Confirm that reporting requirements outlined in RGA Section 5.9.2 will be met.

Attachment 5

HEAL NY Phase 3: Health Information Technology Initiatives

Format for Part Two: the Financial Application

HEAL NY Phase 3 Financial Application

Cover Page

Eligible Applicant Name _____

Project Name _____

Applicant's Address _____

Select One Category

___ Category 1 - e-Imaging

___ Category 2 - Projects to support Public Health Reporting Initiatives

___ Category 3 - Clinical data sharing projects or projects designed to join existing clinical information data exchange projects

Select One Region

___ New York City

___ Long Island

___ Hudson Valley

___ Northern

___ Central

___ Western

Provide the following information for a contact person.

Name _____ Title _____

Phone _____ Fax _____ E-mail _____

Signature of an individual who would be authorized to bind the Eligible Applicant to any GDA resulting from this application:

Signature _____

Title, if signatory is different from contact person _____

HEAL NY Phase 3 Financial Application

Eligible Applicant Name: _____

Project Name: _____ Category # _____

Applicants must follow the format below, using the titles in bold.

Table of Contents

Executive Summary

A. Project Budget

- **Certification of Financial Distress**, if applicable, Attachment 7 (See RGA Section 3.5)
- **Project Expenses and Justification**

B. Project Fund Sources

C. Cost Effectiveness

D. Project Financial Viability

E. Eligible Applicant and Stakeholders Financial Stability

HEAL NY Phase 3 Financial Application

Eligible Applicant Name: _____

Project Name: _____ Category #: _____

Executive Summary

This part of the Financial Application must briefly describe:

- The overall Project.
- How the Project meets HEAL NY Phase 3 HIT Initiative objectives and requirements. (See Sections of this RGA).
- How the Eligible Applicant and Stakeholders meet the eligibility criteria (see RGA Section 3.2 and 3.3).

A. Project Budget

Provide a Project Budget that includes all components of the application, including those that will be funded with sources other than HEAL NY grant funds. Show the amount of each budget line that will be funded with HEAL NY grant funds. **Provide a detailed discussion of the justification and reasonableness of each budgeted item.** These budget justifications should be specific enough to show what the Eligible Applicant means by each request and how the request supports the overall Project.

B. Project Fund Sources

Identify and describe all private or other sources of funding for the Project, including governmental agencies or other grant funds; evidence of the commitment of these funding sources; and evidence of in-kind contributions. At least 60% of the Project's budget must come from sources other than the HEAL NY grant. Applicants must provide evidence that this other funding will be forthcoming, including providing written documentation of commitments from each funding source, including the 20% commitment from payers for Category 1 Projects. A commitment that is contingent upon receipt of the Grant is acceptable.

C. Cost Effectiveness

Describe why the project is a cost effective investment as compared to other alternatives. Describe any savings to the health care system relative to the project costs detailing all assumptions and calculations. Include a discussion of all means by which projected savings can be verified after the project is complete.

D. Project Financial Viability

Provide a detailed discussion showing how the project will be financially viable upon completion. Include supporting documents such as a Project Balance Sheet, cash flows, etc. for the Project start through three years after project completion.

E. Eligible Applicant Financial Stability

Provide evidence of the financial stability of the Eligible Applicant and other Stakeholders. This would include a copy of the prior two annual audited financial statements and any other evidence of this stability. Entities whose financial statements have not been subjected to an audit must include any additional information available to satisfy this test and appropriate certifications.

HEAL NY Phase 3: Health Information Technology Initiatives

Project Expenses and Justification

Eligible Applicant Name: _____

Project Name: _____ Category #: _____

Each category of expenses (left column) must be accompanied by a written justification (right column). Each justification must include a discussion of how the expense will support the project.

Cost Category EXAMPLES ONLY	Anticipated HEAL NY Funds	Matching Funds	Total Expense	Justification
Preliminary Design Phase (Non-Capitalizable Expense)	N/A			
Personal and Other Services:	N/A	\$	\$	
Applicant	N/A	\$	\$	
Stakeholder*	N/A	\$	\$	
Contractual	N/A	\$	\$	
Other	N/A	\$	\$	
Hardware	N/A	\$	\$	
Software	N/A	\$	\$	
Software Development Phase (Capitalizable Expense)				
Personal and Other Services:	\$	\$	\$	
Applicant	\$	\$	\$	
Stakeholder*	\$	\$	\$	
Contractual	\$	\$	\$	
Other (specify)	\$	\$	\$	
Hardware			\$	
Software	\$	\$	\$	
Post Implementation/ Operational Phase (Non-Capitalizable Expense)	N/A			
Personal and Other Services:	N/A	\$	\$	
Applicant	N/A	\$	\$	
Stakeholder*	N/A	\$	\$	
Contractual	N/A	\$	\$	
Other (specify)	N/A	\$	\$	
Hardware	N/A	\$	\$	
Software	N/A	\$	\$	
TOTAL	\$	\$	\$	

*Each stakeholder should be listed showing anticipated HEAL funds and contribution to matching funds, including stakeholders that don't contribute.

**HEAL NY Phase 3: Health Information Technology Initiatives
Project Fund Sources**

Eligible Applicant Name: _____

Project Name: _____ Category #: _____

Name _____ Title _____

Phone _____ E-mail _____

Project Fund Sources

	Currently Committed	Anticipated	Total	
HEAL NY	\$	\$	\$	
Matching Funds	\$	\$	\$	A
Total	\$	\$	\$	B

Matching Funds'
Components

Applicant Direct Funds	\$	\$	\$
Stakeholder Direct Funds*	\$	\$	\$
Payers	\$	\$	\$
Project Income	\$	\$	\$
Federal Government	\$	\$	\$
Foundations	\$	\$	\$
Corporations	\$	\$	\$
Bonds	\$	\$	\$
Loans	\$	\$	\$
Board/Individual Contributions	\$	\$	\$
Other (describe)	\$	\$	\$
Total	\$	\$	\$

*Each stakeholder should be listed showing contribution to matching funds, including stakeholders that will not be providing a financial contribution.

- Applicant must calculate the Matching Funds as a Percent of Total Funds.
A / B = _____
- Any project income realized during the HIT project must be applied to project costs.

Attachment 6

**ELIGIBLE APPLICANT CERTIFICATION
CERTIFICATION FOR
HEALTH CARE EFFICIENCY AND AFFORDABILITY LAW (HEAL NY) GRANTS**

I hereby warrant and represent to the New York State Department of Health (“DOH”) and the Dormitory Authority of the State of New York (“the Authority”) that:

- Applicant will make every effort to ensure that the project described in this application will be consistent with the goals and recommendations, when available, of the Commission on Health Care Facilities in the Twenty-First Century, as established pursuant to Section 31 of Part E of Chapter 63 of the Laws of 2005.
- All contracts entered into by the Grantee in connection with the Project shall (A) provide that the work covered by such contract shall be deemed “public work” subject to and in accordance with Articles 8, 9 and 10 of the Labor Law; and (B) shall provide that the contractors performing work under such contract shall be deemed a "state agencies" for the purposes of Article 15A of the Executive Law
- If awarded a HEAL NY grant, the funds will be expended solely for the project purposes described in this RGA and in the GDA and for no other purpose.
- I understand that in the event that the project funded with the proceeds of a HEAL NY grant ceases to meet one or more of the criteria set forth above, then DOH and/or the Dormitory Authority shall be authorized to seek recoupment of all HEAL NY grant funds paid to the Grantee and to withhold any grant funds not yet disbursed.

Applicant Name _____

Project Name _____

Signature _____ Date _____

Name (Please Print) _____

Title (Please Print) _____

Please note that in accordance with Part 86-2.6 of the Commissioner’s Administrative Rules and Regulations, **ONLY** the following individuals may sign the attestation form:

- Proprietary Sponsorship – Operator/Owner
- Voluntary Sponsorship – Officer (President, Vice President, Secretary or Treasurer), Chief Executive Officer, Chief Financial Officer or any Member of the Board of Directors
- Public Sponsorship – Public Official Responsible for Operation of the Facility

Attachment 7

CERTIFICATION of APPLICANT ENTITY FINANCIAL DISTRESS

I hereby warrant and represent to the New York State Department of Health (“DOH”) and the Dormitory Authority of the State of New York (“the Authority”) that _____ (entity name)_____ meets each of the following criteria of a financially distressed entity as defined in RGA Section 3.5, HEAL NY Phase 3: HIT Initiatives.

1. A loss from operations in each of the three consecutive preceding years as evidenced by independently certified audited financial statements; **and**
2. A negative fund balance or negative equity position in each of the three consecutive preceding years as evidenced by independently certified audited financial statements; **and**
3. A current ratio of less than 1:1 for each of the three consecutive preceding years.

Documentation of this financial position is attached.

Eligible Applicant

Signature _____ Date _____

Organization Name: _____

Name (Please Print) _____

Title (Please Print) _____

Financially Distressed Entity

Signature _____ Date _____

Organization Name: _____

Name (Please Print) _____

Title (Please Print) _____

Please note that in accordance with Part 86-2.6 of the Commissioner’s Administrative Rules and Regulations, **ONLY** the following individuals may sign the attestation form:

- Proprietary Sponsorship – Operator/Owner
- Voluntary Sponsorship – Officer (President, Vice President, Secretary or Treasurer), Chief Executive Officer, Chief Financial Officer or any Member of the Board of Directors
- Public Sponsorship – Public Official Responsible for Operation of the Facility

Attachment 8

Grant Disbursement Agreement

APPENDIX A: STANDARD CLAUSES FOR ALL NYS CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

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

- 1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).
- 4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 5. NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- 6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- 7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
- 8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (3) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (3) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (3) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business

30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

Attachment 9

APPENDIX A-1: AGENCY SPECIFIC CLAUSES

APPENDIX A-1
(REV 01/05)

AGENCY SPECIFIC CLAUSES FOR ALL DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular, use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - ◆
 - ◆ For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational

Institutions".

- iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
- b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.
- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

- iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

- a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
 - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
 - 3) *This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.*
 - a) *The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:*

- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c) *The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.*
- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) *Payments of reasonable compensation made to its regularly employed officers or employees;*
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to

procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
 - g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
 - h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an ***explanation to this proposal***.

6. *The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The*

surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.

11. Other Modifications

- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:

- ◆ Appendix B - Budget line interchanges;
- ◆ Appendix C - Section 11, Progress and Final Reports;
- ◆ Appendix D - Program Workplan.

- b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

WC/DB -101, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR

- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

WC/DB -101, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR

- **DB-120.1** -- Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

13. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

Attachment 10

APPENDIX C: PAYMENT AND REPORTING SCHEDULE

Payment and Reporting Terms and Conditions

- A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed _____ percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:
- the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
 - if this contract is wholly or partially supported by Federal funds, availability of the federal funds; provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:
 - the end of the first monthly/quarterly period of this AGREEMENT; or
 - if this contract is wholly or partially supported by federal funds, availability of the federal funds:
- provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.
- B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.
- C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or

subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 60 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE monthly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the office of:
 - Robert Schmidt
 - Director, HEAL NY Implementation Team
 - New York State Department of Health
 - Hedley Building, 6th floor
 - Troy, NY 12180
 - e-mail: healnyhit@health.state.ny.us

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 45 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

II. Progress and Final Reports

Organization Name: _____

Report Type:

A. Narrative/Qualitative Report

_____ (Organization Name) _____
will submit, on a monthly basis, not later than 45 days from the end of the month, a report, in narrative form, summarizing the services rendered during the month. This report will detail how the _____ (Organization Name) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Quantitative Report

_____ (Organization Name) _____
will submit, on a monthly basis, not later than 45 days from the end of the month, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

_____ (Organization Name) _____
will submit, on a monthly basis, not later than 45 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

_____ (Organization Name) _____
will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

Attachment 11

APPENDIX F: PROJECT/CONTRACT CONTINGENCIES

This GDA appendix will incorporate any contingencies specific to a project. Examples might include:

- Contingent upon DOH Certificate of Need approval
- Contingent upon maintenance of required insurance
- Contingent upon meeting relevant NYS Labor Law requirements

Attachment 12

HEAL NY e-Imaging Requirements

Applications in Category 1, e-imaging must meet the following four (4) requirements, must commit to complying with new standards as they are developed, and must describe how their processes provide for the implementation of new standards.

Requirement #1

Integrating the Healthcare Enterprise (IHE)

An e-imaging framework must be based on IHE and the corollary standards from which IHE is derived. The 2.X version(s) are the most broadly accepted.

Information regarding this standard may be found at:

http://www.ihe.net/Technical_Framework/upload/IHE_RAD-TI_Suppl_FUS_TI_2006-04-13.pdf

Requirement #2

An e-imaging framework must utilize the Cross-Document Sharing for Imaging (XDS-I) standard.

Information regarding this standard may be found at:

http://www.ihe.net/Technical_Framework/upload/IHE_RAD-TF_Suppl_XDSI-TI_2005-08-15.

Requirement #3

The international standards for the communication of biomedical diagnostic and therapeutic information in disciplines that use images and associated data are the DICOM (The Digital Imaging and Communications in Medicine) standards.

DICOM version 3.X-2004 must be met. The applicant must commit to adopting DICOM 3.X-2006 when it becomes widely adopted.

Information regarding the standard may be found at:

<http://www.medical.nema.org/dicom/geninfo/strategy.pdf>

Requirement #4

HL7 2.X is a required component of an e-imaging framework and must be utilized by applicants submitting in the e-imaging category.

Projects are required to commit to adopt HL7 3.X as it becomes more widely adopted.

While HL7 represents a collaboration to create standards for exchange, management, and integration of electronic health information it does not directly address e-imaging. However, DOH and DASNY are requiring the use of the HL7 standards as there is an essential need to integrate demographic and other patient specific information in order to ultimately integrate imaging systems such as Picture Archiving and Communication Systems (PACS) and Radiology Information Systems (RIS).

More information about HL7 may be found at: <http://www.hl7.org>

DISCUSSION

Identification of broadly accepted standards crucial for e-imaging

Integrating the Healthcare Enterprise (IHE) is a multi-year initiative that creates the framework for passing vital health information seamlessly—from application to application, system to system, and setting to setting --- across the entire healthcare enterprise.

IHE does not create new standards, but rather **drives the adoption of standards to address specific clinical needs**. IHE Integration Profiles specify precisely how standards are to be used and ensuring a higher level of practical interoperability.”
http://www.himss.org/ASP/topics_IHE.asp

The approach employed in the IHE initiative is not to define new integration standards, but rather to support the use of existing standards, HL7, DICOM, IETF and others, as appropriate in their respective domains in an integrated manner, defining configuration choices when necessary.

Cross Document Sharing (XDS standards), and more specifically, **Cross Document Sharing for Imaging (XDS-I)** are standards within the IHE framework, whose purpose is to facilitate the sharing of documents that contain useful patient specific health information. XDS-I uses the “design principle that one single registry is a single query/access point and holds the indexing of data about documents that are available from multiple repositories... .” In other words, standards are crucial to both moving information when needed, as well as, indexing information so those with a need to know are aware the information exists.

The **DICOM** Standards Committee exists to create and maintain international standards for communications of biomedical diagnostic and therapeutic information in disciplines that use images and associated data.

<http://medical.nema.org/dicom/geninfo/Strategy.pdf>

It should be noted that at this time, DICOM principally applies to static files, and not to live image transmission such as telesurgery, telelab activities.

HL7 is an international community of healthcare subject matter experts and information scientists collaborating to create standards for the exchange, management and integration of electronic healthcare information. HL7 promotes the use of such standards within and among healthcare organizations to increase the effectiveness and efficiency of healthcare delivery for the benefit of all.

HL7 2.X is currently considered the “workhorse” across the industry with regards to application to application information transfer. However, HL7 version 3.X represents a significant departure, and similar to DICOM, is based upon information objects and contains less optional components.

Imaging compression will be essential to move imaging information across the continuum of care

JPEG 2000 is a new image coding system that uses state-of-the-art compression techniques based on wavelet technology. Its architecture should lend itself to a wide range of uses from portable digital cameras through to advanced pre-press, medical imaging and other key sectors.

<http://www.jpeg.org/jpeg2000/>

JPEG2000 is now incorporated into the DICOM standard, and thus no specific recommendation is required. But embracing this aspect of the DICOM standard is important for transport of images over “lower” bandwidth wide area network connections.

Standardized Viewers

Another significant problem with regards to e-imaging standards is the prevalence of non-standard image viewers. The average physician experiences this problem in his/her office when their patient arrives with a CD-ROM that contains image files. Often the CD also contains a viewer capable of loading the images on the physician’s personal computer. But it is commonplace for these programs to “lock up” the personal computer, adding significant delays in actually accessing the images.

There are really two problems: (1) the personal computer may not have the CPU and/or memory capacity to effectively display the image(s), and (2) these viewers are often proprietary resulting in a proliferation of non-standard compression techniques and viewers capable of decompressing and displaying the images. Again, IHE and DICOM should be the governing standards. Portable Data for Imaging (PDI) is a sub-standard

that specifies viewer “behavior” for both exporters and importers of CDs. Import Reconciliation Workflow (IRWF) is new this year and holds some promise to take viewer standards to the next level, moving from viewer standardization to workflow and PACS integration. As discussed in Section 2.1.1, achieving viewer compatibility/standardization will be an important element in scoring applications.

Attachment 13

HEAL NY Electronic Prescribing and Medication Management Requirements and Recommendations

Applications, including e-Prescription, must meet the following three (3) requirements, must commit to complying with new standards as they are developed, and must describe how their processes provide for the implementation of new standards.

Requirements:

Requirement #1 – NCPDP SCRIPT version 8.1 should be considered the main standard to be followed for electronic prescribing.

Requirement #2 – Areas of electronic prescribing which are well established using the SCRIPT 8.1 standard include NEWRX, (REFREZ, REFRES, Formulary and Benefit Standard Implementation Guide v1.0, RXHREQ, RXHRES / NDC codes and X12 270/271/ CORE Phase I Rules. These areas are already widely used and have been recommended by CMS as part of the standards for MMA and also have been proposed for CCHIT 2007 certification and should be followed.

Requirement #3 – Clinical decision support capability should be a part of any electronic prescribing proposal. Basic level of CDS that should be expected include drug-drug interactions and drug-allergy interactions. Pediatric/weight-based dosing calculations should also be considered, as it is a major safety issue.

Recommendations:

Recommendation #1 – Other areas of the NCPDP SCRIPT 8.1 electronic prescribing standard are not yet implemented on a wide basis but are in pilot testing and will be considered for future inclusion, possibly in 2008. They include CANRX, CANRES, RXCHG, CHGRES and RXFILL.

Recommendation #2 – Exchange of medication information to and from a personal health record system is a high priority for the federal government's efforts. Standards for this type of exchange are not yet fully developed but should be carefully monitored and included in any plan when they become widely available.

Recommendation #3 - While HL7 is not considered a typical part of electronic prescribing information exchange, there is an essential need to integrate demographic, medication and other patient specific information for full medication management across the outpatient and inpatient settings. HL7

version 3.X (including the CDA and CCR) represents efforts to standardize this information exchange, and adoption of HL7 3.X with these components should be considered when they become widely available.

Recommendation #4 – Further CDS components, such as drug-lab interactions and drug-problem-diagnosis interactions should be considered as they become more readily available.

Recommendation #5 – JCAHO requirements for medication reconciliation became a formal recommendation for hospitals in April, 2006 and may be extended by other groups promoting patient safety to include physician offices in the future. Electronic prescription projects should consider these developments in their planning.

DISCUSSION

Objective and Approach

Although still incomplete, tremendous progress has been made with regards to the use of standards in electronic prescribing. Several factors have led to this progress including the Medication Modernization act (MMA) and more recently the Healthcare Information Technology Standards Panel (HITSP) and the Commission for Certification for Health Information Technology (CCHIT). The MMA designated requirements that CMS finalize standards for electronic prescribing through evaluation of current standards and pilots of proposed standards. CMS declared a group of foundation standards a year or so ago and the pilot projects for further standards are currently underway. All three of these groups are in consensus with the National Council for Prescription Drug Programs (NCPDP) on using its SCRIPT standard for the basic functions of electronic prescribing. Version 8.1 is the current version of this standard. This standard, however, does not currently have fully implemented components in certain areas of medication information exchange. These areas require further development and testing, much of which is underway in the CMS pilots.

The information for this attachment was collected from a number of resources including published articles and reports on electronic prescribing, discussion with informatics experts working in the area of electronic prescribing, discussion with electronic prescribing vendors as well as those involved in electronic prescribing medication information exchange (Surescripts and RxHub) and the recommendations for standards from CMS and CCHIT. The electronic prescribing report published by the e-Health Initiative and an upcoming electronic prescribing book to be published later this year by HIMSS were also used for background information. Final standards and recommendations are derived from those which have been proposed by CMS and CCHIT.

Standards Integral to Electronic Prescribing and Medication Management

Standards for e-prescribing are designed to facilitate information exchange between all of the different entities along the way—the application used to write prescriptions, the company that connects the prescription to the pharmacy (and the refill from the pharmacy), the pharmacy itself, and the insurance company, so that the various computer programs can understand and use the information that is shared between them.

There are multiple standards organizations involved in medication management and electronic prescribing including Health Level Seven (HL7), the National Council for Prescription Drug Programs (NCPDP), Accredited Standards Committee (ASC) X12, and American Society of Testing Materials (ASTM). Organizations such as American National Standards Institute (ANSI) and International Standards Organization (ISO) accredit the standards produced and agreed upon by these organizations.

Current Electronic Prescribing Standards

For electronic prescribing the main standards currently in use include:

Established Standards:

- NCPDP standards including SCRIPT, Formulary and Benefit, Telecommunication and others
- ASC X12 standards including ASC X12N 270/271, etc

Incomplete Standards:

- NCPDP/ASTM codified and structured Sig

Most of the established NCPDP standards are involved with the transmission of specific medication information including renewal, change, cancel, medication history, formulary and benefit, etc. The ASC X12 standards are involved in demographic and insurance eligibility information. NCPDP/ASTM codified and structures Sig is a standard for the medication instructions for a prescription (such as take 2 every four hours).

Most e-prescribing programs also have proprietary databases embedded within them to provide clinical alerts, such as drug-drug; drug-diagnosis; and drug-allergy interactions, product information, such as available strengths brand and generic names and indications, and other information useful to the clinical decision-making process. Examples of some current drug information database providers include First DataBank, Gold Standard, Medi-Span, Micromedex, and Multum, among others. Drug information databases typically include National Drug Codes (NDCs) to identify products that are currently available by prescription. NDCs are assigned to manufactured products; the exact same pill may have multiple NDCs because it is provided in bottles of 100, bottles of 1,000, and due to specific compliance packaging. Similarly, generic drugs, such as amoxicillin, may have hundreds of NDCs assigned to them as many different manufacturers make the same medicines, with a different code assigned for each

manufacturer, strength, and package size. For this reason, the National Library of Medicine has developed RxNorm for interoperability purposes.

In November 2005, CMS released a final rule entitled “Medicare Program; E-Prescribing and the Prescription Drug Program.” This is based in part on the results of NCVHS testimony on e-prescribing and establishes that “foundation standards” are to be accepted without further study. These foundation standards are so named because of current use by industry. The NCPDP SCRIPT Standard was named for transactions between prescribers and dispensers for new prescriptions, prescription refill request and response, prescription change request and response, prescription cancellation request and response, and related messaging and administrative transactions. The ASC X12N 270/271 Health Care Eligibility Benefit Inquiry and Response: Dental, Professional, Institutional Eligibility and benefits inquiries and responses was named between drug prescribers and prescription drug plans. This transaction allows a provider to query multiple health plans through an entity such as RxHub, and get information back regarding the patient’s medication insurance coverage and related medication formulary (which drugs the health plan will pay for). The NCPDP Telecommunication Standard was named in HIPAA as the standard for pharmacies for Retail Pharmacy Drug Claims, Health Care Eligibility Benefit Inquiry and Response, Prior Authorization, and Coordination of Benefits. The standard was also named in the MMA for eligibility and benefits inquiries and responses between dispensers and prescription drug plans.

The AHRQ and CMS have begun pilots to study e-prescribing standards, as required by the MMA. These 1-year studies will test the use of the foundation standards as well as other proposed initial standards including:

- Formulary and benefit information—Pilots should determine whether the NCPDP Formulary And Benefit Standard should be adopted as an initial standard.
- Exchange of medication history—Pilots should determine the readiness of the NCPDP's standard medication history message.
- NCPDP SCRIPT (fill status notification function)—Pilots need to assess the business value and clinical utility.
- Structured and Codified Sig—Pilots should test structured and codified SIGs (patient instructions) developed through standards development organization efforts.
- Clinical drug terminology—Pilots should determine whether RxNorm terminology translates to NDC for new prescriptions, renewals, and changes.
- Prior authorization messages—Pilots should determine functionality of new versions of the ASC X12N 278, evaluate economic impact of

automation and impact on quality of care, and support standards development organizations development of work flow scenarios.

Emerging Standards

In addition to the established standards and those in pilot testing, there are a number of important emerging standards that address some part of the medication management process. These include:

- National Provider ID
- RxNorm
- NDF-RT
- CCR ASTN E31
- Prior Authorization

National Provider ID - Today, health plans assign their own identification numbers to health care providers—individuals, groups, or organizations that provide medical or other health services or supplies. The result is that providers that do business with multiple health plans have multiple identification numbers. The national provider ID (NPI) is a unique identification number for health care providers that will be used by all health plans. Use of the NPI will be required for use in e-prescribing by May 23, 2007 (May 23, 2008 for small health plans). Its use has not been tested on a large scale, and CMS/AHRQ have requested it be tested as part of the 2006 pilot projects.

RxNorm - The NLM has created a coding system for unique combinations of active ingredients, doses, and dose forms. Currently, a number of proprietary drug information databases provide this information. RxNorm can provide a bridge between these proprietary systems to enable interoperability between prescribing tools, pharmacies, and clinical databases. RxNorm is being tested in various settings but is not yet in common use.

NDF-RT - National Drug File—Reference Terminology (NDF-RT) is a standard terminology for specifying content, drug classification, and other features relating to medications. This is being developed for the Veterans Administration as an ingredient-centric, computer-understandable definition for each drug based on chemical structure, mechanism of action, physiologic effect, pharmaco-kinetics/dynamics, and therapeutic intent. NDF-RT will improve medication information within an e-prescribing application and will more easily allow clinical alerts to be applied.

CCR ASTN E31 - The Continuity of Care Record (CCR) proposes to provide a core data set of the “most relevant and timely facts about a patient’s healthcare”. It includes a summary of the patient’s health status (e.g., problem list, medication list, allergy list) and basic information about insurance, advance directives, care documentation, and care plan recommendations. The CCR is intended for use in both personal health records and in health care applications, such as EHRs and allows transmission of

information about a patient from one to the other. HL-7 and ASTM have agreed to work together to have HL7's Clinical Document Architecture (CDA) incorporate the CCR standard.

Prior Authorization - Industry participants are also working to standardize the gaps in prior authorization processing. They are building upon current standards for relaying prior authorization requirement information between payers and prescribers and relaying prior authorization fulfillment between prescribers and payers. Electronic standards now exist for areas of prior authorization, such as the request from the prescriber to the payer, relaying the prior authorization from the prescriber to the pharmacy in the prescription, and the pharmacy submitting a prior authorization request or billing a claim with prior authorization.

CCHIT Recommended Standards for Electronic Prescribing

Several organizations besides CMS are working to push standards forward for wide use for electronic prescribing. The CCHIT has recently released a roadmap for interoperability that includes recommendations for certification of ambulatory EHRs to include several areas of electronic prescribing. The following chart shows the electronic prescribing standards recommended by CCHIT along with the recommended year of inclusion in certification and related comments.

Current Proposed CCHIT Roadmap for Electronic Prescribing from Interoperability Workgroup 7-06	Recommended Standard	Recommended roadmap year and comments
Send an electronic prescription to pharmacy	NCPDP Script 8.1 (NEWRX)	2007 - Will be aligned with Medicare Part D final regulations
Respond to a request for a refill sent from a pharmacy	NCPDP Script 8.1 (REFREQ, REFRES)	2007 - Transaction is now wide spread use so that systems that send new prescriptions need to be ready to respond to requests for refills
Send a cancel prescription message to a pharmacy	NCPDP Script 8.1 (CANRX, CANRES)	2008 - Sent by the prescriber to cancel a prescription that was sent previously
Respond to a request for a prescription change from a pharmacy	NCPDP Script 8.1 (RXCHG, CHGRES)	2008 - Sent by the pharmacy to request that the prescriber make changes to a prescription before it is filled.
Send electronic prescription to pharmacy including structured and coded SIG instructions	NCPDP Script 11.1 not available yet	2009+ - Standard has been written but has not been finalized, balloted, or implemented
Send a query to verify prescription drug insurance eligibility and coverage	X12 270/271/ CORE Phase I Rules	2007 - An essential first step prior to sending a query for medication history or formulary information, same as line 41 but directed at prescription drug coverage
Send a query for formulary information	NCPDP Formulary and Benefit Standard Implementation Guide v1.0	2007 - Usually preceded by a query for insurance eligibility to verify potential source of data
Send a query for medication history to PBM or pharmacy and import medication list into	NCPDP Script 8.1 (RXHREQ, RXHRES) / NDC codes	2007 - Part of ONC CE-PHR Use Case, used effectively during Medicare Part D pilots

EHR

Receive medication fulfillment history	NCPDP Script 8.12 (RXFILL)	2008 - Sent by pharmacy after medication has been dispensed to the patient, not currently in wide spread use but is a priority for providers
Import a medication history from a PHR	HITSP CE-PHR Interoperability Specification, may use HL7 CCD, ASTM CCR, or IHE XDS-MS / RxNORM medication codes	2008 - Part of ONC CE-PHR Use Case, may use PHR standards such as HL7/CCD and ASTM CCR instead of NCPDP standards, final standards to be specified by HITSP in Oct 2006. Will probably use RxNORM medication codes that are more appropriate for consumers and providers than the NDC codes used by pharmacies. Note that importing the registration summary (line 35) is required by the use case, importing the medication history was not required because of medical legal concerns regarding the need for a provider to review medication data provided in a PHR
Respond to a query for medication history send by a PHR	HITSP CE-PHR Interoperability Specification, may use HL7 CCD, ASTM CCR, or IHE XDS-MS / RxNORM medication codes	2008 - Part of ONC CE-PHR Use Case, may use PHR standards such as HL7/CCD and ASTM CCR instead of NCPDP standards, final standards to be specified by HITSP in Oct 2006

Clinical Decision Support in Electronic Prescribing

Clinical decisions support (CDS) is a key component of e-prescribing software that enhances patient safety and helps prevent critical medical errors. The Health Information Management Systems Society (HIMSS) has published a white paper on CDS in electronic prescribing systems that have been used as the basic reference for national initiatives in this area. The following chart from that white paper outlines the basic and advanced CDS components related to electronic prescribing. The basic 2006 CDS components should be considered requirements for HEAL-NY projects with the possible addition of pediatric/weight-based drug dosing, as that has become a more common component of systems, and it is a significant safety issue.

Recommended features and elements needed for an eRx systems to provide effective, high-value CDS

	Knowledgebase/ interventions	Database elements	Functionality	Organizational
Basic Level – 2006	<p>Ability to select form and strength, dosage, duration and frequency from lists (strength not necessarily a required field for prescribers, if amount of active drug is specified)</p> <p>Prescription output complies with JCAHO requirements for drug naming, abbreviations, etc.</p> <p>Alerts for drug allergies and drug-drug interactions (initial Rx and renewals)</p> <p>Supports (but does not require) entering indication–for-Rx. When drug is prescribed, show links to general prescribing information (non patient-specific) including contraindications, adverse effects, adjustments for age/weight/lab results.</p> <p>Patient instructions for medication use at appropriate literacy level.</p> <p>Links to general formulary reference information.</p>	<p>Patient’s medications and status of each</p> <p>Patient’s registration data</p> <p>Patient’s age, sex, weight, height</p> <p>Patient’s allergies and sensitivities with reaction</p> <p>Indication/reason for Rx (not a required field)</p>	<p>Enforces generation of complete prescription</p> <p>Quick-choice prescriber-specific lists of common prescriptions with default dose and frequency</p> <p>Search and selection techniques to minimize entry and import of free-text medications and allergies</p> <p>Ability to easily/manually enter medications prescribed elsewhere or over-the-counter medications</p> <p>Techniques to reduce alert fatigue (criterion: N alerts per 1000 prescriptions?) such as multilevel alert tiers</p> <p>Explains basic rationale for an</p> <p>Alert Current medication list can be printed for patient</p>	<p>All rules and other knowledge are reviewed periodically for currency and appropriateness</p> <p>Standing group of stakeholders for content decisions, including patient advocates</p>

	Knowledgebase/ interventions	Database elements	Functionality	Organizational
<p>Advanced Level – 2006 (in addition to above)</p> <p>These items are to be included in Basic Level in 2008</p>	<p>Medication vocabulary conforms with RxNorm semantic clinical drug form and related levels of specification.</p> <p>Drug-lab result interaction alerts, triggered by Rx order, refill or change order (e.g., prescribing spironolactone in a patient with elevated potassium level)</p> <p>Drug-problem list or drug-diagnosis interaction (contraindication) alerts, triggered by Rx order</p> <p>Weight-based dosing in eRx systems for pediatric use</p> <p>Proactive alerts for errors of omission: indicates medications needed for preventive care and disease management guidelines</p> <p>Alert for formulary warning specific to payer/patient combination (include tier co-pay, prior authorization)</p> <p>Alerts for drug allergies drawn from food allergies (e.g., certain vaccinations in patients allergic to eggs)</p> <p>Check existing drugs when a new allergy/sensitivity is entered</p> <p>Indicate needed follow-up tests (e.g., medication level check) or other restrictions</p>	<p>Patient's payer and plan data (major medical and prescription benefit) and applicable formulary data or link</p> <p>Diagnosis, problem list, specified lab results necessary for drug-lab checking (e.g., creatinine)</p> <p>Prescription dispensing information from pharmacy for facilitating renewals and assessing compliance (with patient permission)</p>	<p>Tools for effective decision making and collaboration when mid-level clinicians (without full prescribing licenses) encounter alerts while prescribing</p> <p>Display relevant lab values on prescription form</p> <p>Drug dictionary includes herbal medications</p> <p>Flag patients with no allergy documentation</p> <p>Ability to accept data electronically from prescription claims, pharmacies, or other EHR/eRx applications (with appropriate permission)</p>	<p>Indicate date when a CDS intervention was last approved / vetted</p>

	Knowledgebase/ interventions	Database elements	Functionality	Organizational
<p>Advanced – 2006 (cont.)</p> <p>Items in this row are not included in Basic – 2008, but are included in Advanced – 2008</p>	<p>Optimized, most appropriate, or most common dose is highlighted in dose list</p> <p>When providing a choice list of drugs to prescribe, indicate those medications that will generate important alerts (such as allergy alerts) if selected</p> <p>Offers empiric drug choices for a given user-selected indication or class</p> <p>Offers empiric drug choices for a user-selected guideline (such as a cholesterol-management algorithm)</p> <p>Provide information about foods that may interact with prescribed drug</p> <p>Drug reference that is indexed to provide specific answers to likely questions (e.g., "can this drug be used in pregnancy?") (KnowledgeLink, InfoButton)</p> <p>Language/culture-specific patient information</p> <p>Notify or indicate when renewals are due</p> <p>Notify prescriber if prescription not filled or refilled in timely manner by patient</p>	<p>Source of data (e.g., entered by clinician, received from PBM, documented from patient personal record)</p> <p>ID of person using [reading] data (verifies who has seen the data, and when)</p>	<p>Smooth handling of multiple simultaneous alerts</p> <p>Display comprehensive rationale or evidence for alerts</p> <p>Ability to document, in coded form, the reason for overriding an alert</p> <p>Formulary-based medication choices can be viewed by patient (alternatives, costs, side effects, frequency, convenience)</p> <p>Medication management tools for patients (complete med list, refill reminders and requests)</p> <p>Aggregate reports regarding intervention events, acceptance, potential errors of commission or omission</p>	<p>Patients (or their proxies) can suggest corrections and additions to med list</p> <p>Form policy for appropriate patient privacy protection concerning compliance display and pharmacy-supplied data</p>

Electronic prescribing and medication management

Complicating the issues of medication information exchange is the problem that standards for electronic prescribing are used widely in the outpatient setting but not in current hospital information systems. These systems typically use proprietary code typically based of versions of HL7 2.x and medication information cannot be easily exchanged with outpatient pharmacies or ambulatory EHR systems. There are efforts underway to overcome this problem through translation mechanisms between the HL7 standards and NCPDP script as well as use of the CCR and CDA sub-standards. This is likely to be an area of concentration for CCHIT and HITSP as well due to the high profile of the IOM report and JACHO recommendations for medication reconciliation across care settings.

NCPDP-HL7 Electronic Prescribing Coordination Project - Most hospitals use systems based on HL7 standards, whereas outpatient systems, especially office EHR and e-prescribing, use NCPDP standards. The NCPDP-HL7 Electronic Prescribing Coordination Project is developing requirements documents to be used for the mapping of the NCPDP *SCRIPT Standard Implementation Guide* with HL7 for e-prescribing. Version 1 of the mapping document is already available through NCPDP or HL7 standards groups. This project will assist with reconciliation of medication lists as a patient moves between inpatient and outpatient care as defined in the JCAHO requirement for health systems which began in January 1, 2006.

Summary

Although still incomplete, tremendous progress has been made with regards to the use of standards in electronic prescribing. Several factors have led to this progress including the Medication Modernization act (MMA) and more recently the Healthcare Information Technology Standards Panel (HITSP) and the Commission for Certification for Health Information Technology (CCHIT). All three of these groups are in consensus with the National Council for Prescription Drug Programs (NCPDP) on using its SCRIPT standard for the basic functions of electronic prescribing. Version 8.1 is the current version of this standard. This standard, however, does not currently have fully implemented components in certain areas of medication information exchange. These areas require further development and testing, much of which is underway in the current CMS pilots.

Clinical decision support (CDS) is an important component of electronic prescribing and basic functionality including drug-drug and drug-allergy interaction checking, etc. should be required. Pediatric/weight-based dose calculation/checking should also be considered, as it is a major health safety issue.

Complicating the issues of medication information exchange, is the problem that standards for electronic prescribing are used widely in the outpatient setting but not in current hospital information systems. There are efforts underway to overcome this problem through translation mechanisms between the HL7 standards and NCPDP script as well as use of the CCR and CDA substandards. This is likely to be an area of concentration for CCHIT and HITSP as well due to the high profile of the IOM report and JACHO recommendations for medication reconciliation across care settings.

The standards referenced here are purposely referenced at a summary level, but adoption of recommended sections of NCPDP SCRIPT 8.1 and ANC X12N is a good start with regards

to moving in the right direction to achieve the potential cost and quality benefits of electronic prescribing.

As previously recommended in the summary report for e-imaging, there are many organizations actively engaged in establishing standards, as well as, advancing the use of standards. In medication management these include but are not limited to NCPDP, HL7, ASTM, CMS, CCHIT, HITSP, the Health Information Management Systems Society (HIMSS) and the College of Health Information Management Executives (CHIME) among others. All constituents engaged in electronic prescribing arena should be encouraged to take an active role in these and other organizations to participate in the evolution of standard-based information technology systems and solutions in health care.

Attachment 14

Recommendations related to Bi-Directional Exchange of Public Health Information

The NYS Department of Health's (NYSDOH) mission is to protect and promote the health of New Yorkers. Ensuring all hazards preparedness and quality health care delivery is central to achieving this mission. Assisting the clinical and health care community in overcoming cost barriers in supporting timely and accurate bidirectional data exchange with NYSDOH is supportive of that mission.

At the same time, NYSDOH has leveraged the Health Commerce System(HCS) to respond, or prepare to respond, to a wide array of events over the recent past, including the outbreak of West Nile Virus(WNV) in 1999, the terrorist events of 9/11, SARS, the NE blackout of 2003, the vaccine shortage of 2004, Hurricane Isabel (2003), the catastrophic natural disaster of hurricane Katrina, blood supply shortages (2004), RNC (2004), pandemic flu preparedness initiative, health care worker strikes(2004), the Seneca Park Cryptosporidia outbreak (2005) and the recent emergency declarations due to the regional flooding in June 2006. As a result, the NYSDOH has placed an even greater emphasis on assuring an all hazards approach to prepare and enhance local and state responsiveness to health events. Bidirectional exchange of public health data (clinical lab data, health care resources, patient admissions) with the NYSDOH is critical to this health preparedness process.

Projects supporting this bi-directional exchange should ideally:

- Leverage local and regional clinical data exchange;
- Reduce reporting burdens;
- Facilitate health preparedness and response;
- Facilitate health systems management;
- Integrate with existing public health initiatives;
- Leverage and/or advance existing NYSDOH infrastructure.

Targeted Public health data exchange proposals for HEAL funding

1. Project Activity: Electronic Laboratory Data Exchange.
 - a. Background. Establishing the local capacity for automated, standards based clinical laboratory data exchange for test orders, requests and results is of mutual benefit to both clinical/Health care sectors as well as public health. For the clinical/Health care sector, benefits include cost savings, improved efficiency for practitioner and laboratory, improved timeliness of results and reimbursement, improved patient-based care and health outcomes. Assuring a concomitant capacity at this level, for standards based laboratory data exchange with public health departments and public health laboratories provides for assurance of rapid and effective population health outcomes, in monitoring, detection and response to ongoing/chronic and emergent disease conditions. In NY State, clinical laboratory test results for reportable disease conditions are transmitted from Clinical and Commercial laboratories to State and local Health via a common, standards-based messaging system: the NYS Electronic Clinical Laboratory Reporting System(ECLRS). All electronic exchange with public health in the subject activity would be through the

ECLRS system using standards based message structure, syntax and vocabulary.

b. Standards.

Electronic reporting of public health information has become standard practice for state and local health departments, the Centers for Disease Control and Prevention (CDC), and clinical, commercial and national laboratories. While the emergent XML standard for HL7 is 3.0, the operational and current message structure in use is HL7 Version 2.3.1, using the LOINC and SNOMED vocabularies. The Council of State and Territorial Epidemiologists (CSTE) has passed a resolution to establish HL7 v2.5 by January 1, 2008, as the national standard for public health entities to receive electronic messages. In essence this proposal requires all public health entities to be able to accept HL7 v2.5 by January 1, 2008. Establishing HL7 v2.5 as the target for 2008 benefits all parties by allowing informed planning for implementing future public health electronic information exchange and encourage reporting entities to invest in HL7 messaging with the assurance that it is accepted as a national standard. The adoption of versions 2.3 and 2.5 in public health his consistent with the clinical standards adopted by CCHIT. It is acknowledged that that at some point beyond 2008, technological advances will permit more widespread adaptation of version HL7 3.x.

c. Other Requirements.

NYSDOH has a certification and quality control process for submittal of laboratory test results to the ECLRS system. Electronic laboratory reporting of results to ECRLS should occur within 24 hours of test results being available. Grant recipients will commit to completion of certification process within one year of receipt of funding.

d. References

- Reference link to the ECLRS system:
http://www.nyhealth.gov/professionals/reportable_diseases/eclrs/index.htm
- CSTE Position paper on Lab exchange standards:
<http://www.cste.org/PS/2006pdfs/PSFINAL2006/06-EC-02FINAL.pdf>
- HL7 web site:
<http://www.hl7.org>
- LOINC, SNOMED and related Vocabulary Standards:
<http://www.cdc.gov/phn/vocabulary/>
- Lab exchange implementation guide, Public Health:
http://www.cdc.gov/phn/architecture/implementation_guides/
- CCHIT web site:
<http://www.cchit.org/>

2. Project Activity: SPARCS In-patient, ED Admissions and Early Event Detection(EED).

a. Background. Statewide Planning and Research Cooperative System

(SPARCS) is a comprehensive health care information system established for the purposes of supporting and linking the functions of resource planning, financing (Medicaid rate development) and surveillance of health facility services in New York State. SPARCS collects data on hospital inpatient, ambulatory surgery and emergency departments (ED). SPARCS currently processes more than 10 million records annually. Clinical data fields reported through the SPARCS system are vital supportive elements for State and local

health in disease event detection, surveillance and response. While other automated and standards-based reporting streams could be established between NYSDOH and the clinical care community for purposes of EED, it would be advantageous to avoid burdens of duplication and automate transmission of an existing data stream such as SPARCS. Data is reported in manual upload fashion to the Department using the Department's Health Provider Network (HPN). Data submissions are due on schedules of 95% submission within 60 days and 100% within 180 days of discharge for inpatients, 100% due within the quarter following the month of discharge for ambulatory surgery, and 100% due within 30 days of discharge for ED records. While this timing of routine SPARCS submissions meets the SPARCS reporting requirements, it is not sufficiently timely for detection of a disease outbreak event as it is emerging. With the rapid growth in national attention to the need for Biosurveillance projects such as Department of Health and Human Serviced National Health Information Network(NHIN), the expectation is that data should be transmitted within 24 hours of the encounter.

- b. Standards. SPARCS is requiring the ANSI ASC X12-837 standard with X12 claims attachment beginning January 1, 2007. The change in standards aligns the Department with national shifts in need for consistent and standardized health information reporting. The ANSI ASC X12 standard was designed to meet the reporting needs of institutional providers to state agencies and is compliant with HIPAA claims processing.
 - c. Other Requirements. Data transmission should occur within 24 hours of the data being available. Grant recipients will have to commit to converting to the new SPARCS data standard and to be certified for data submission in the new format by July 31, 2007.
 - d. References
 - **National Association of Health Data Organizations on X12--837**
<http://www.nahdo.org/project/Adopting%20Standards%20for%20Encounter%20Data%20Systems.htm>
 - Biosurveillance Building blocks
http://publicaa.ansi.org/sites/apdl/HITSP%20Library/HITSP_BIO%20Selected%20Standards%20June%202006%20-%20Version%202.doc
 - NHIN Use Cases
http://www.hhs.gov/healthit/NHIN_Forum1.html
3. Project Activity: Emergency Data Exchange.
- a. Background. An all hazards approach to planning, preparedness and response to health events, requires near real time exchange of a broad range information between the clinical/health care and public health communities. The scope of this information exchange is inclusive of that needed for event detection and surveillance as well as for management of health care patients, resources and surge capacity as required for planning, response and recovery activities. Health event outcomes, and the resources required to address them, also vary by type of event and change over the course of an event. Thus the information exchanged in this process must be both dynamic and flexible. The NYSDOH Health Emergency Response Data System(HERDS) system is the Department's official health emergency response systems and has been in operation statewide since July 2002. The system provides for dynamic and ad

hoc reporting of data elements as required for all hazards health preparedness. While reporting of event-specific data to HERDS is dynamic and flexible process relating to manual input, a number of the elements collected (such as bed availability, patient locator, alerting) are amenable to standardization and bi-directional automation of exchange with the HERDS system. Recently the U.S. Department of Homeland Security (DHS) and the Emergency Interoperability Consortium (EIC), have joined forces to promote the design, development, release and use of XML schema-based standards or other standards, tools, and processes that will support data exchange related to emergency information. This data exchange standard has evolved under OASIS Emergency Management Technical Committee and is called the Emergency Data Exchange Language (EDXL). The Emergency Data Exchange Language (EDXL) is a broad initiative to create an integrated framework for a wide range of emergency data exchange standards to support operations, logistics, planning and finance. The EDXL is a standard for emergency data exchange. The data payloads exchanged within this standard currently include bed availability and alerting. As the EDXL suite of standards moved forward under OASIS , we also expect a standard for patient tracking/location to evolve as well. NYSDOH would like to promote the use of such standards for automated data exchange of this data between the health care community and the NYSODH HERDS/HAN system to increase timeliness for data exchange and reduce manual of routinely exchanged data.

- b. Standards. The EDXL language provides a framework for exchange and routing of preparedness data. Within the EDXL framework, the HAVEBED standard provides for exchange of bed availability data and CAP (Common Alerting Protocol) provides for exchange of alerts. HAVE is an XML specification that allows the communication of the status of a hospital, its services, and its resources. These include bed capacity and availability, emergency department status, available service coverage, and the status of a hospital's facility and operations. Common Alerting Protocol (CAP) is a general format for exchanging all hazard emergency alerts and public warnings. CAP allows a consistent warning message to be disseminated simultaneously over different warning systems.
- c. Other Requirements.

NYSDOH will provide respondents with a certification and quality control process for automated exchange of HAVEBed and CAP messages with the HERDS/HAN system. Electronic transmission of these messages to HERDS should occur within 24 hours of facility data being available. Grant recipients will commit to completion of certification process within one year of receipt of funding.

d. References

- Background on HERDS.
Tanielian T, Ricci K, Stoto M, Dausy D, Davis L, Myers S, et al. Exemplary Practices in Public Health Preparedness. Santa Monica (CA): RAND Corporation, RAND Center for Domestic and International Health Security; 2005. Contract No.: 282-00-000-T11. Sponsored by the US Department of Health and Human Services Office of the Assistant Secretary for Public Health Emergency Preparedness. Available from: http://www.rand.org/pubs/technical_reports/2005/RAND_TR239.pdf
Accessed August 2006

The Council of State Governments. CSG Honors Winners: New York, Tragedy Leads to Improved Emergency Response System. [homepage on the Internet]. 2004 Nov.- Dec. Available from: <http://csg-web.csg.org/programs/innov/documents/sn-2004innovations.pdf>. Accessed June 2006.

- **OASIS Emergency Management Technical Committee.** http://www.oasis-open.org/committees/tc_home.php?wg_abbrev=emergency
- **EDXL Background.** <http://xml.coverpages.org/edxl.html#overview>
- **EDXL/HAVE Standard.** Organization for the Advancement of Structured Information Standards (OASIS). Draft EDXL HAVE Specifications. c2006 [updated 2006 May 11]. Available from: http://www.oasis-open.org/committees/download.php/18108/EDXL-HAVE_CommitteeDraft_v1.0%280002%29.doc. Accessed August 10, 2006

Attachment 15

List of Acronyms

CON: Certificate of Need

DASNY: Dormitory Authority of the State of New York

DOH: Department of Health

EHR: Electronic Health Records

GDA: Grants Disbursement Agreement

HEAL NY: Healthcare Efficiency and Affordability Law for New Yorkers

HERDS: Health Emergency Response Data System

HIT: Health Information Technology

HPN/ESCLRS: Health Provider Network/Electronic Clinical Laboratory Reporting System

PACS: Picture Archiving Communication System

PAL: Public Authorities Law

PHL: Public Health Law

RGA: Request for Grant Applications

SPARCS: Statewide Planning and Research Cooperative System

Attachment 16

HEAL NY HIT - Allowable Costs

The objective of this procurement is that the funded project, when completed, will constitute a capital asset. Applicant costs in developing or obtaining the capital asset may be capitalized costs. Applicants are encouraged to review the American Institute of Certified Public Accountants (AICPA) Statement of Position 98-1: *Accounting for the Costs of Computer Software Developed or Obtained for Internal Use* when determining whether costs are properly attributable to the HEAL NY HIT grant.

This procurement is intended to provide support for an information technology product rather than a brick and mortar capital asset. Within this context a framework is required to establish the costs which will be eligible for funding under the procurement. In establishing the framework, the key point is that allowability is determined based on the nature of the cost rather than the object of expense of the cost.

Information technology software includes the application and operating system programs, procedures, rules and any associated documentation pertaining to the operation of a computer system or program. It may be developed by the applicants in-house staff, contracted vendors and systems integrators or purchased 'off the shelf' and customized to the applicant's specifications.

The Health Information Technology project progress through life-cycle phases including planning, development and operations. For purposes of this procurement the following table illustrates the various software phases and related processes. The steps within each phase may not follow the exact order shown below. The key determinant is the basis of the nature of the cost incurred, not the sequence of the work within each phase.

Preliminary design phase	Software development phase	Post-Implementation / operational phase
Conceptual formulation of alternatives	Design of chosen path, including software configuration and software interfaces	Data conversion
Evaluation and testing of alternatives	Coding	Application
Determination of existence of need technology	Installation to hardware	Maintenance
Final selection of alternatives	Testing, including parallel processing phase	

The *preliminary design phase* would likely include applicant activities such as the following:

- make strategic decisions to allocate resources between alternative projects at a given time,
- determine performance requirements,

- vendor demonstration of how their software will meet project goals,
- explore alternative means of achieving specified performance requirements,
- determine that the technology needed to achieve performance requirements exist,
- procure and select a vendor to provide the software, and
- select a consultant to assist in the software's development or installation

The *software development phase* will include the following:

- design the system with in-house and/or consultant resources,
- develop computer coding, install hardware and software,
- project management to oversee the project determine the reasons for any deviations from the performance plan and take corrective action, and
- test the deliverables and conduct other quality assurance measures to verify that the system meets the specifications

The *post-implementation/operational phase* may include:

- operate the software, undertake preventive maintenance, and provide ongoing training for users up through final acceptance testing,
- convert data from the old to the new system, and
- undertake post-implementation review to evaluate the extent to which the final system development meets the original plan

Under this procurement, and using the phase definitions above, there are two categories of costs, that is, matchable and reimbursable. Matchable costs are costs which the applicant has incurred during the preliminary design phase and/or the software development phase and the post-implementation/ operational phase. Reimbursable costs are costs in the software development phase. In both cases the key difference is the nature of the costs, as defined by phase, rather than the specific object of expense. Applicant costs incurred prior to the preliminary design phases may not be used for matching. Reimbursable costs may begin with initiation of the software development phase but are no longer eligible under this procurement after the final acceptance date for the HIT project.

In both categories, costs incurred by the applicant using in-house or external contractors/vendors may be included in the appropriate category.

Attachment 17

Vendor Responsibility

Attachment 18 contains the "Vendor Responsibility Questionnaire" that must be completed by all applicants, with the exception of governmental agencies (Defined as: State and Federal governmental agencies, counties, cities, towns, villages, school districts, community colleges, Board of Cooperative Education Services (BOCES), Vocational Education Extension Bards (VEEB's), water, fire, and sewer districts, public libraries, and water and soil districts), Public Corporations (Defined as: Public Authorities, Public Benefit Corporations, and Industrial Development Agencies), and Research Foundations (Defined as: Aging Research, Inc.; Health Research, Inc.; Research Foundation for Mental Hygiene; Research Foundations of CUNY and SUNY; and Welfare Research, Inc.

In addition to the questionnaire, applicants are required to provide the following with their application:

- Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- Evidence of NYS Department of State Registration
- Proof of NYS Charities Registration (if applicable)
- Copy of Certificate of Article of Incorporation, together with any and all amendments thereto; Partnership Agreement; or other relevant business organizational documents, as applicable

Attachment 18

<p style="text-align: center;">New York State OFFICE OF THE COMPTROLLER – BUREAU OF CONTRACTS</p>

Vendor Responsibility Questionnaire Instructions

A contracting agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Prospective contractors must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of this questionnaire.**

Vendor Responsibility Questionnaire

FEIN #

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE</i> , if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation*	Charities Registration Number
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

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A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

18	Is the vendor certified in New York State as a (check please): . <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women's Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)? Please provide a copy of any of the above certifications that apply.	<input type="checkbox"/> Yes <input type="checkbox"/> No
19	Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
20	Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as: a) An elected or appointed public official or officer? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service. b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates. c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number. d) An officer of any political party organization in New York State, whether paid or unpaid? List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

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<p>21 Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <ul style="list-style-type: none">2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;3. entered into an agreement to a voluntary exclusion from bidding/contracting;4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?	<p><input type="checkbox"/> Yes <input type="checkbox"/></p> <p>No</p>
<p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/></p> <p>No</p>
<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <ul style="list-style-type: none">1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;2. state or federal environmental laws;3. unemployment insurance or workers' compensation coverage or claim requirements;4. Employee Retirement Income Security Act (ERISA);5. federal, state or local human rights laws;6. civil rights laws;7. federal or state security laws;	<p><input type="checkbox"/> Yes <input type="checkbox"/></p> <p>No</p>

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	8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 10. charity or consumer laws? For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.		
22	In the past three (3) years, has the vendor or its affiliates ¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
23	Has the vendor (for profit and not-for profit corporations) or its affiliates ¹ , in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
24	Is the vendor exempt from income taxes under the Internal Revenue Code? Indicate the reason for the exemption and provide a copy of any supporting information.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
25	During the past three (3) years, has the vendor failed to: a) file returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. b) file returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> <input type="checkbox"/>
26	Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates ¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>

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27	Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.		
28	Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.		
29	In the past five (5) years, has the vendor or any affiliates ¹ :	<input type="checkbox"/> Yes <input type="checkbox"/>
.	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?	No
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.		

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

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State of:)) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business	Signature of Owner/Officer _____
Address	Printed Name of Signatory
City, State, Zip	Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date