NEW YORK STATE DEPARTMENT OF HEALTH

A Request for Proposal for

Bureau of Emergency Medical Services

RFP No. 0612180236

Development, Printing, Scoring and
Distribution of Examinations

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Schedule of Key Events

Written Questions Due	May 23, 2007
Letter of Interest Due	May 23, 2007
Registration for Bidders Conference Required by	May 23, 2007
Bidders Conference	May 30, 2007
Response to Written Questions and Questions Received at Bidders Conference	June 13, 2007
Proposal Due Date	July 11, 2007

DESIGNATED CONTACTS:

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

Karen Meggenhofen, Associate Director
NYS DOH Bureau of Emergency Medical Services
433 River Street
Suite 303
Troy, New York 12180

Andrew G. Johnson, Sr. EMC Representative
NYS DOH Bureau of Emergency Medical Services
433 River Street
Suite 303
Troy, New York 12180

Permissible Subject Matter Contacts:

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

RFP Release Date:

Submission of written proposals or bids:
Karen Meggenhofen, Associate Director

Submission of Written Questions:
Karen Meggenhofen, Associate Director

Participation in the Pre-Bid Conference:
Karen Meggenhofen, Associate Director

Debriefings:
Karen Meggenhofen, Associate Director

Negotiation of Contract Terms after Award:
Karen Meggenhofen, Associate Director

For further information regarding these statutory provisions, see the Lobbying Statute summary in Section E, 10 of this solicitation.

A. INTRODUCTION

The New York State Department of Health (DOH), Bureau of Emergency Medical Services (BEMS) is soliciting proposals for a three (3) year Contract with two one-year Contract renewals possible, for development, printing, scoring and distribution of results of the state certification examinations given to pre-hospital care providers.

B. BACKGROUND

Section 3002 of the Public Health Law provides that the New York State Emergency Medical Services Council (SEMSCO), subject to the approval of the State Commissioner of Health, shall adopt and promulgate rules and regulations establishing standards for the training, examination and certification of Certified First Responder (CFR), Emergency Medical Technician - Basic (EMT-B), and advanced Emergency Medical Technician-Intermediate (EMT-I), Emergency Medical Technician - Critical Care (EMT-CC), and Emergency Medical Technician - Paramedic (EMT-P). DOH requires each candidate complete an approved certification course. New York State certification is contingent upon successful completion of a written certification examination. Approximately 21,000 EMS applicants are tested annually. Examinations occur simultaneously in up to 225 examination sites throughout New York State and are proctored by per diem personnel hired by New York State DOH. Examination booklets, marking media, answer sheets, proctor manuals and all other examination materials provided by the Contractor are shipped to the DOH and then distributed by the DOH to the examination proctors. See Attachment 10 for historical examination trends.

Content-specific written examinations are used for each of the five (5) certification levels listed above and reflect the content of each certification level.

The Contract will be awarded to the bidder who successfully demonstrates the ability to provide, within thirty (30) days of a signed Contract, the following:

- Development services for written examinations using the Bureau of EMS examination item bank.

- Provide statistical review of examination questions and examination results from each examination administration.

- Validate each level of the written examination and print sufficient copies of examinations, answer sheets, examination materials, proctor manuals, and the appropriate marking media within specified time frames.

- Ship all examination materials and proctor shipping supplies to DOH.

- Receive completed answer sheets and examination materials from all proctors and then score and analyze the examination results.

- Disseminate examination results to DOH and DOH designated parties.

C. DETAILED SPECIFICATIONS

1. Definitions

- Emergency Medical Services (EMS) - A system, which provides for organized emergency medical care following DOH established medical protocols and practices.

- EMS Course Sponsor - A DOH approved organization which offers one or more levels of EMS certification courses.

- Examination Item – means the examination questions included in a State certification examination.

- On-Site Testing Location(s) – At sites agreed to by DOH and the Contractor, the Contractor provides at the conclusion of the examination and at the site, scoring and examination results directly to the individual candidate. The Contractor may charge a fee to the test candidate in exchange for immediate release of examination results at the test site.

- Certified First Responder – A Certified First Responder (CFR) trained to provide pre-hospital care according to DOH regulations and the approved course curriculum.

- Basic EMT - An Emergency Medical technician (EMT-Basic) trained to provide pre-hospital care according to DOH regulations and the approved course curriculum.

- Advanced EMT- A Basic EMT who has completed additional training inspecific advanced skills and knowledge and is permitted to perform invasive procedures within an advanced life support system. EMT-Intermediate, EMT- Critical care and EMT-Paramedic are advanced EMT providers in NYS.

- Advanced life support system - an organized acute medical care system to provide care on-site or en route to, from, or between general hospitals or other health cares facilities.

- Certification Courses - Five (5) levels of certification courses which when completed, enable a candidate to take a DOH written examination as part of the process for achieving DOH issued certification. These levels are:

    1. Certified First Responder - 48.5 hour course

    2. Emergency Medical Technician - Basic - 135 hour course

3. Emergency Medical Technician - Intermediate - 160-200 hour course

4. Emergency Medical Technician - Critical Care - 300-400 hour course

5. Emergency Medical Technician - Paramedic - 1,000-1,200 hour course

2. A. Examination Development

In each year of the Contract, the Contractor will provide DOH with new forms of multiple-choice written examinations in sealed paper booklet form to be given to candidates for certification as follows:

1. Four (4) Certified First Responder (CFR) exams of at least 50 questions each.

2. Four (4) Emergency Medical Technician (EMT-B) exams of at least 110 questions each.

3. Two (2) Emergency Medical Technician - Intermediate (EMT-I) exams of at least 175 questions each.

4. Two (2) Emergency Medical Technician - Critical Care (EMT-CC) exams of at least 200 questions each.

5. Two (2) Emergency Medical Technician - Paramedic (EMT-P) exams of at least 225 questions each.

Each form of the examination will be a valid sample of the scope of knowledge in the DOH approved curriculum for the appropriate level. The advanced level examinations shall also include a sample of the scope of knowledge for EMT – Basic, in addition to the knowledge required of the specific advanced level.

The examinations shall be developed and constructed from a blueprint, developed and approved by DOH, which shall provide a sufficient sample of the content areas critical to field performance, so as to provide reasonable assurance of the competence of a successful candidate. A sample blueprint is provided in Attachment 11.

The assembling of new examination forms based upon the blueprint is required to be performed in New York State at a location agreed to by DOH and the Contractor. New forms of multiple-choice written examinations must be available for use by DOH within 30 days of a delivered signed Contract. Upon Contract approval, DOH will make available to the Contractor the question bank currently in use.

The Contractor will provide, in its proposal, the cost of developing additional versions of the following written examinations, over and above those required to be prepared annually for the following certification levels:

- Certified First Responder
- Emergency Medical Technician - Basic
- Emergency Medical Technician - Intermediate
- Emergency Medical Technician - Critical Care
- Emergency Medical Technician – Paramedic

The Contractor will develop and have approved by DOH a standardized answer sheet that will be used for all examination levels. This standardized answer sheet will be double sided consisting of a fill-in circular four (4) answer (1-4) bubble format. This standardized answer sheet must be made available to DOH within 30 days of a delivered signed Contract. An example answer sheet is provided in Attachment 12.

B. Item Bank Development

Due to changes in EMS curricula, scope of practice and/or medical practice, EMS examination items or questions need to be developed to reflect these changes. The Contractor will conduct one (1) basic level (CFR/EMT-B) item development workshop, and one (1) advanced level (EMT-I, EMT-CC, EMT-P) item development workshop, in each year of the Contract. EMS content experts are invited by the Contractor with DOH approval to develop and/or revise EMS examination items at these workshops. The items developed and approved by the workshop members will then be included in the “item bank” for use in developing future examinations. DOH must give final approval to all newly developed items prior to placement in the item bank or in any examination. The Contractor shall establish a payment rate for all non-state employee consultants, which will include honorarium, lodging, food and travel consistent with state-approved rates, supplied by DOH, or those available on the OSC WebPages for such expenses. The expenses related to these deliverables must be included in the proposal. The examination item development workshops are required to be conducted in New York State at a location agreed to by DOH and the Contractor. It is to be assumed that the development workshops will be held either in New York City or in Albany, New York. Examination items developed and approved by the Bureau of EMS may be added to the item bank throughout the term of the Contract. The Contractor is responsible for assuring grammatical accuracy of all examination items.

C. Examination Administration

Annually, DOH publishes a schedule of specific examination dates that are approved by DOH for the administration of the State written examinations. In each year of the Contract, the following number of written examination administrations shall be scheduled:

- Seven (7) CFR level examinations;
- Seven (7) EMT level examinations;
- Seven (7) EMT-I level examinations;
- Seven (7) EMT-CC level examinations; and
- Seven (7) EMT-P level examinations.

The Contractor's administration of the State EMS examination consists of its ability to fulfill the following administrative duties:

- Comply with preparation and distribution of a unique set of examinations per certification level for the published examination schedule with each examination form having a DOH approved unique form identification number and colored cover page;
- Provide examinations, if needed, for DOH approved examinations other than those examinations scheduled. DOH will provide six (6) weeks notice of when these unpublished examinations are to take place;
- Prepare and distribute examinations using the examination item Bank as well as proctor manuals (see attachment 19), proctor return pre-paid postage and all other required examination materials; and Score and analyze examination results, analysis of individual examination items and release examination results to DOH and DOH designated EMS Course Sponsors in a format and content approved by DOH.

DOH reserves the right to alter the number of regularly scheduled examinations with a minimum of six (6) months notice to the Contractor of such change for the upcoming calendar year. For each scheduled State examination, the Contractor is expected to prepare and distribute examinations using the exam question bank. The Contractor is also responsible for the scoring of all examinations, analysis of scores and release of scores to DOH and designated EMS course sponsors. See Attachment 13 for year 2007 and 2008 testing schedules.

The Contractor, upon approval of DOH will conduct "special" examination administrations that are not included within and are in addition to the seven (7) aforementioned regularly scheduled examination administrations. The Contractor is entitled to charge a fee that is approved by DOH to cover all costs to conduct these "special" examination administrations. DOH will provide the Contractor six (6) weeks notice of a scheduled "special" examination administration date.

DOH anticipates that there will be a variance in the number of candidates required to take the written examination in the future. For example, DOH is currently conducting a Pilot Recertification Program, which does not require administration of a written examination to renew certification. DOH certified EMS

instructors who participate in this program are required to take the written examination. The financial portion of the bids should be prepared with a per candidate examination fee. The per candidate fees may vary by certification level of the examination.

D. Examination Printing and Distribution

The DOH will provide the Contractor with the number of examinations needed by level no later than four (4) weeks prior to the scheduled examination date. The Contractor will provide sufficient number of copies of the appropriate approved examination booklets, answer sheets, shipping boxes, return mail supplies and marking media to DOH at an agreed upon location at least three (3) weeks prior to each examination date. It is DOH's responsibility to distribute requested examination materials throughout the State. DOH will be responsible for security of examination booklets distributed to examination proctors.

The Contractor will provide and ship to DOH, at a minimum, the following examination materials for each examination administration:

1. Appropriate number and level of sealed paper examination booklets and standardized answer sheets.
2. Marking materials for answer sheets (currently number two (2) pencils, which are sharpened and have an eraser in packages of 10)
3. Appropriate number of proctor manuals.
4. Cardboard mailing boxes of an appropriate size as to not damage examination materials during shipment and approved by DOH to distribute all examination materials from DOH to proctors.
5. Cardboard mailing boxes approved by DOH for proctors to return all required examination materials to Contractor for scoring of answer sheets.
6. Prepaid United States Postal Service postage for proctors to return required materials to Contractor.
7. Ancillary mailing labels, USPS approved packaging tape and examination and answer sheet inventory forms.
8. Shipping of all examination materials will be accomplished through the use of shipping boxes/containers that are of adequate size and weight limits of the items shipped. All shipments will have a shipping tracking number provided by Contractor.

See Attachment 19 for a sample of the current Proctor's Manual.

E. Examination Scoring, Item Analysis, and Reporting

At the conclusion of a state examination administration, answer sheets, examination booklets and other ancillary paperwork are mailed directly to the Contractor by the examination proctors by the next business day via the United State Postal Service. The Contractor will review all examination materials received to assure all required items have been accounted for prior to scoring. The

Contractor shall immediately notify DOH of any discrepancies, i.e. missing examination booklets or answer sheets and the DOH will be notified immediately.

The Contractor will score all submitted answer sheets after each examination administration and electronically transmit results to DOH in a format and layout approved by DOH. This format has typically been in a computer text file format.

The Contractor will provide an item analysis of each examination item used on each form of the examination. This analysis should include a point biserial comparison of the high scoring and low scoring candidates and the relationship to the items chosen on the written examination. The Contractor will analyze the reliability of the examination forms. A review of items that exceed the normal deviation will be made with a representative of the Bureau of EMS prior to providing the results to DOH.

Results of an examination must be received at the Bureau of EMS no more than fifteen (15) New York State business days after the examination administration, in the form of usable computer media or electronic transmission and one set of hard copy of the results in a form agreed upon by DOH. See Attachment 14 for the electronic data file layout of examination results. See Attachment 15 & 16 for sample of examination results sent to EMS Course Sponsors.

A penalty of five percent (5%) of the overall cost of a particular examination administration date shall be imposed upon the Contractor for every three (3) state working days that delivery of examination results are late.

F. Security, Back-up and Confidentiality

The Contractor will maintain hard copy and back-up software of current examination items (examination questions) for all examination levels and current usable copies of all examination forms for all examination levels in a secure facility other than their office.

The Contractor will update the back-up copies with all the current usable items in its item bank and all the current usable forms for all examination levels every six (6) months. The Contractor will maintain security of all test items, booklets, printing procedures, results, examination booklets and scoring keys it maintains.

The Contractor is responsible for ensuring the confidentiality of individual candidate results and examination materials. Contractor will not release candidate results to any entity not approved by the DOH. Protocols must be in place to ensure confidentiality and approved by the DOH. The Contractor must notify DOH immediately of any breech in security or confidentiality.

G. On-Site Testing Locations

The Contractor shall provide on-site scoring of examinations in at least three (3) locations (NYC, Albany and Rochester) on a schedule mutually agreed upon by the Contractor and DOH, which will include the seven (7) aforementioned scheduled examination dates. The cost for this service shall be paid directly to the Contractor in a manner described in the proposal by the EMS candidate who requests the service. The Contractor must retain receipts consistent with standard accounting procedures. In the event of a grievance, DOH retains the option to audit such procedures and/or files. Candidates who successfully pass the examination at the on-site scoring, receive a Contractor issued, DOH approved, temporary EMS certification at the examination site. A plan for the development of additional sites (i.e., Buffalo, Syracuse and Long Island) is to be included with this bid. Currently, the per-candidate fee is $25.00, regardless of the level of the examination. The per candidate fee to provide on-site scoring, which is set by the contractor, should be kept to a minimum; as many EMS providers are volunteers who do not receive compensation or reimbursement for testing costs. The per candidate fee to provide this service is not to be included as part of the overall cost of the Contract, but the proposed per-candidate-fee will be considered in the evaluation of the bid submission.

H. Organization Capability and Experience

The bidder must describe its previous and current experience with professional examination development and processing. Bidders should be currently performing professional examination administrative services.

I. Reporting

After each examination, the Contractor shall provide to DOH a report of the examination results as specified by DOH. The report at a minimum must contain the examination results of EMS candidates per EMS course number including those candidates repeating an examination that they previously failed. Currently there are 160 course sponsors. Not all course sponsors have students testing on a given examination administration. DOH will notify the Contractor quarterly of any additions and/or deletions in course sponsor roster. All reports will be provided to the DOH within five (5) working days of the date that the score results were provided to DOH. See Attachment 16, 17 and 18 for sample reports.

Course Sponsor Summary Report Fields.

The Contractor will provide DOH with a funding audit report in an electronic format approved by DOH for each month in which there is an examination scheduled. This report will be provided to the DOH within five (5) working days of the date that the score results were provided to the DOH. This funding audit report will be inclusive of all course numbers that tested for the duration of the Contract period.

See Attachment 17 for Funding Audit Report Data Fields.

J. Quality Control

The Contractor shall submit evidence of its quality control measures to guarantee accuracy and completeness of the deliverables relating to examination administration, scoring and reporting.

K. Annual Report

The Contractor will annually provide DOH with a statistical report in both hardcopy and electronic file indicating the following information:

a. Comparison of scores of original courses, refresher courses, rapid refresher courses, first time and repeater candidate scores for all levels produced in statewide aggregate and broken down by county in which the course was conducted.

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b. Comparison of scores of original courses, refresher courses, rapid refreshers, first time and repeater candidate scores for all levels broken down by sponsor type.

Statistics will reflect testing done from January 1st to December 31st of each calendar year. The Annual Report shall be delivered to DOH by February 15th of the following year. The first report would contain information pro-rated from the start of the Contract through December 31.

See Attachment 18 for sample Annual Report fields.

D. PROPOSAL REQUIREMENTS

1. Subcontracting

Subcontracting is permitted, but requires the approval of DOH. The bidder must provide a letter from any major subcontractor committing to the project, subcontractor references, proof of subcontractor financial capabilities and a vendor responsibility questionnaire completed by the subcontractor.

2. Experience Requirements

The Contractor shall submit evidence to the satisfaction of DOH that it possesses the necessary experience and qualifications to perform the type of services required under this bid, and must show that it is currently performing similar services for the development and administration of professional examinations.

The Contractor shall submit at least three (3) references to substantiate these qualifications. The Contract will not be awarded to any Contractor who does not meet the above requirements.

Any organization submitting a proposal must demonstrate the prerequisite resources, knowledge and at least 5 years experience in the preparation, printing, computerized scoring and computer analysis of results of professional written examinations for licensure or certification.

3. Electronic Data Transfer

The Contractor must have the ability to provide secure electronic data file transfer in the format specified by DOH to a location identified by DOH.

4. Time frames

The time frames for performance of this Contract are of essence. The annual certification examination schedule is prepared a year in advance for the purposes of permitting EMS Course Sponsors to schedule their courses.

Examination materials must be provided to DOH at least three (3) weeks prior to the scheduled test date. Examination materials delivered less than three (3) weeks prior to the scheduled test date and examination results that are provided beyond fifteen (15) State business days will incur a penalty of five percent (5%) of vouchers submitted for the examination materials ordered.

5. Consequences

Examination materials repeatedly provided late, scoring errors and/or lost materials may deem the Contractor in default and result in Contract termination. A penalty of five percent (5%) of the overall cost of a voucher shall be imposed upon the Contractor for every three (3) state working days or part thereof, that delivery exceeds the delivery time stated herein, or if materials lost are critical to the examination of EMS students. DOH will deduct and retain out of the monies that may become due hereunder the amount of any such liquidation damages.

6. Confidentiality

The Contractor must be able to maintain the security and confidentiality of individual candidate results, all testing materials, examination forms and item bank. The DOH must be immediately notified of any breech in security and/or confidentiality (i.e. lost laptop containing scores or exam items, etc.). All DOH data such as candidate personal information, EMS Course Sponsor information, etc. can not be released to any other entity without DOH approval. Failure to adhere to security and confidentiality protocols may result in a monetary fine set by the DOH.

Security measures must be included in the proposal and will be evaluated as part of the final score.

7. METHOD OF AWARD

a. Vendor Selection

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

At the discretion of DOH, all bids may be rejected. The bidder must provide a narrative description of how the organization will provide the deliverables for each component of the proposal. Each section should clearly describe how the bidder's plans to carry out the tasks required and steps necessary to ensure quality of workmanship. The evaluation of bids will include, but not be limited to, all items listed on the **Bidder Proposal Form** (Attachment 20).

E. ADMINISTRATIVE

1. Issuing Agency

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

2. Inquiries

Any questions concerning this solicitation must be directed to:

Karen Meggenhofen, Associate Director ***or***
Andrew G. Johnson, Sr. EMS Rep.
NYS Department of Health
Bureau of Emergency Medical Services
433 River Street
Suite 303
Troy, New York 12180

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at http://www.nyhealth.gov/funding/. All inquiries must be postmarked no later than May 23, 2007. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

3. Letter of Interest

A Letter of Interest can be filed by May 23, 2007 to the Bureau of EMS as indicated below. Although a Letter of Interest is not mandatory, it will be used to establish a mailing list for distribution of follow-up documentation, the RFP and for distribution of the Bidder's Conference minutes. Although a letter of interest is not mandatory, those potential bidders that submit one will **automatically** receive written questions and answers, as well as

any RFP updates and/or modifications.

4. Bidder's Conference

A Bidder's Conference is scheduled for May 30, 2007 from 10 a.m. – 3 p.m. in the 6th floor Large Conference Room, 433 River Street, Troy, NY. If you are interested in attending the Bidder's Conference, please contact Valerie Ozga at (518) 402-0996, Extension 3. Attendance is not mandatory.

5. Submission of Proposals

Interested vendors should submit 5 originals and 5 signed copies of their Bid Proposal and all required documents no later than 4:00 p.m. July 11, 2007.

Responses to this solicitation should be clearly marked "**Request for Proposal FAU# 0612180236", "A Request For Proposal For Examination Services Contractor**" and directed to:

New York State Department of Health
Bureau of Emergency Medical Services
433 River Street
Suite 303
Troy, NY 12180

Attention: Karen Meggenhofen

It is the bidders' responsibility to see that bids are delivered to the Bureau of EMS prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to the Bureau of EMS and those bids that are not complete will not be considered.

1. The Bid Form must be filled out in its entirety.

2. The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.

3. All evidence and documentation requested under Section D, Proposal Requirements must be provided at the time the proposal is submitted.

4. Technical and financial proposals **must be in separately sealed envelopes**. No financial information can be in the technical proposal.

4. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO

a. Reject any or all proposals received in response to this RFP.

b. Waive or modify minor irregularities in proposals received after prior notification to the bidder.

c. Adjust or correct cost or cost figures with the concurrence of bidder if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.

d. Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State.

e. Eliminate mandatory requirements unmet by all offerers.

f. If the Department of Health is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.

5. Payment

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

Karen Meggenhofen
Bureau of Emergency Medical Services
433 River Street
Suite 303
Troy, NY 12180

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Contractor must submit an invoice within 30 days of the date of any exam administration.

6. Term of Contract

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

The initial term of the Contract resulting from this agreement will be for three years projected to commence on January 1, 2008 and ending December 31, 2010. The Contract resulting from this RFP will be renewable for up to two additional one-year periods upon mutual agreement between the individual Contractor and DOH. The Contractor must make known their intent to renew or not to renew 120 days prior to January 1st of the third year of the Contract period and each year of any renewable one-year period in writing to DOH. DOH will confirm intent to renew, in writing, no less than 60 days prior to

January 1st. Renewals will be subject to approval by the Office of the State Comptroller (OSC) and the Department. All renewals will be granted according to the yearly cost as provided within the Contract from years one, two and three and approved by OSC and the Department.

In the event that either party chooses not to renew the Contract, the Contractor agrees to provide for an orderly transition to a new examination service provider. This includes, but is not limited to, providing DOH with all pertinent information including electronic and hard copies of all examinations used and/or created by the Contractor, statistical analysis information as well as electronic and hard copies of the item bank. All electronic and hard copy versions are to be in a format approved by DOH (i.e. Microsoft Access database)

The attached Attachments may contain information in whole or in part of provisions contained elsewhere in this RFP. It is understood, however, that these Attachments along with the entire RFP will become part of any Contract entered into resulting from this Request for Proposal.

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

The total cost submitted in the proposal must be calculated for a one year term, which will be multiplied by three (3) to calculate the total cost of the contract.

7. Debriefing

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

8. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors.

Attachment 7 contains the "Vendor Responsibility Questionnaire" that all

bidders must complete and submit with their proposal.

In addition to the questionnaire, bidders are required to provide the following with their proposal:

- Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- Department of State Registration.
- Certificate of Incorporation, together with any and all amendments thereto; Partnership Agreement; or other relevant business organizational documents, as applicable.
- N.Y.S. Dept of Taxation and Finance's Contractor Certification Form ST-220-CA.

9. State Consultant Services Reporting

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State.

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

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

Both of these forms are included as attachments to this document.

10. Lobbying Statute

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

a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;

b. requires the above mentioned governmental entities to record all

contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;

c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;

d. authorizes the Temporary State Commission on Lobbying to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;

e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;

f. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;

g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;

h. modifies the governance of the Temporary State Commission on lobbying;

i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;

j. increases the monetary threshold which triggers a lobbyists obligations under the Lobbying Act from $2,000 to $5,000; and

k. establishes the Advisory Council on Procurement Lobbying.

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

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

imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as "new State Finance Law."

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

11. Accessibility of State Agency Web-based Intranet and Internet Information and Applications

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with NYS Office for Technology Policy P04-002, "Accessibility of New York State Web-based Intranet and Internet Information and Applications", and NYS Mandatory Technology Standard S04-001, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to NYS Mandatory Technology Standard S04-00, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

12. Information Security Breach and Notification Act

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are

taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: http://www.cscic.state.ny.us/security/securitybreach/

13. New York State Tax Law Section 5-a

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

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

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

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to

provide properly certified forms within a timely manner to ensure compliance with the law.

F. APPENDICES

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

- APPENDIX A - Standard Clauses for All New York State Contracts

- APPENDIX B - Request for Proposal

- APPENDIX C - Proposal
  The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.

- APPENDIX D - General Specifications

- APPENDIX E
  Unless the CONTRACTOR is a political sub-division of 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**:

  - o **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

  - o **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

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

  - o **DB-155** – Certificate of Disability Benefits Self-Insurance

- ❑ Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

G. ATTACHMENTS ***(assure all required documents are submitted with the bid proposal including the Bid Form and the Detailed Bid Form)***

1. Bid Form
2. No Bid Form
3. Appendix A – Standard Clauses for All New York State Contracts
4. Appendix D – General Specifications
5. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
6. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
7. N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to $100,000)
8. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
9. State Consultant Services Form B, Contractor's Annual Employment Report
10. Historical Examination Trends
11. Sample Blueprint
12. Sample Answer Sheet
13. 2007 and 2008 Testing Schedules
14. Electronic Data File Layout
15. Sample of Examination Results
16. Sample Proctor's Manual
17. Funding Audit Report Fields
18. Specific Annual Report Fields

19. Sample Proctor’s Manual
20. Detailed Bid Form

NEW YORK STATE
DEPARTMENT OF HEALTH

BID FORM

PROCUREMENT TITLE: _____FAU #_____

Bidder Name:
Bidder Address:

Bidder Fed ID No:

A. _____bids a total price of $_____
(Name of Offerer/Bidder)

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

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

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

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

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

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

No Yes

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

Governmental Entity:_____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

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

No Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

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

D. Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid	Upon Award	
☐	☐	1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.
☐	☐	2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to $100,000)
☐	☐	3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

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_____ _____
(Officer Signature) (Date)

_____ _____
(Officer Title) (Telephone)

_____
(e-mail Address)

NEW YORK STATE
DEPARTMENT OF HEALTH

NO-BID FORM

PROCUREMENT TITLE: _____FAU #_____

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

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

_____

_____

_____

_____

- ☐ Please retain our firm on your mailing list.

_____
(Firm Name)

_____ _____
(Officer Signature) (Date)

_____ _____
(Officer Title) (Telephone)

_____
(e-mail Address)

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

APPENDIX D
GENERAL SPECIFICATIONS

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

All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.

B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.

C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.

D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.

E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.

H. Contractor will possess, at no cost to the State, all qualifications, licenses and

permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

I. Non-Collusive Bidding

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being

procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.

L. Work for Hire Contract
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.

M. Technology Purchases Notification -- The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"

1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over $20,000, or of other technology over $50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO

AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.

3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.

4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

For purposes of this warranty, the following definitions shall apply:

a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.

b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.

c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to Authorized User:

a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty

Statement set forth below; and

b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement. .

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

3. Warranty Statement

Year 2000 warranty compliance shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

O. No Subcontracting

Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.

P. Superintendence by Contractor

The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.

Q. Sufficiency of Personnel and Equipment

If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.

R. Experience Requirements

The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.

S. Contract Amendments

This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor

2. If, in the judgement of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Termination Provision
Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and

2. Upon termination of this Contract, the Contractor shall make available for examination by DOH all data, records and reports relating to the work done for DOH and shall relinquish to DOH copies of the same upon request. Except as otherwise provided in this section, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder, shall cease, and

3. Further, the Contractor shall provide DOH with an electronic copy of the entire item bank and all examinations in an electronic and hard copy format approved by DOH; and the Contractor will also provide DOH with an electronic and hard copy of all individual candidate results held, and

4. If the Contractor has determined not to renew their contract with the DOH by the aforementioned 120 days prior to the end of the contract period, the Contractor must provide the DOH with all items listed in the above paragraph no later than 90 days prior to the end of the contract period, and

5. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services

hereunder shall cease.

V. Conflicts

If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy.

It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law.

To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

After an award of this contract, the contractor agrees to submit to the Department a work force utilization report, in a form and manner required by the Department, of the work force actually utilized on this contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Department.

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work

covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:

a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than $500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than $1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than $500,000 for damages arising out of damage to or destruction or property during any single occurrence and not less than $1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

   i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.

   ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

   iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

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

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

   Instructions for Certification

   a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

   c. The prospective lower tier participant shall provide immediate written notice to the person to 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 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for

debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.

   b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free,

non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. The CONTRACTOR , its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

6. All subcontracts shall contain provisions specifying:

   a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and

   b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:

   a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and

b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and

c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

CC. Provisions Related to New York State Information Security Breach and Notification Act

1. CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

Attachment

1

(For procurements using OGS Backdrop contracts or Purchase Orders)

NEW YORK STATE
DEPARTMENT OF HEALTH

BID FORM

PROCUREMENT TITLE: _____FAU #_____

Bidder Name:
Bidder Address:

Bidder Fed ID No:

A. _____bids a total price of $_____
(Name of Offerer/Bidder)

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

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

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

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

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

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

No Yes

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

Governmental Entity:_____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

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

No Yes

2a. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

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

The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written

notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

D. CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:

1. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and

2. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and

3. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

E. Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid	Upon Award	
☐	☐	1. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to $100,000)
☐	☐	2. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

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_____ _____
(Officer Signature) (Date)

_____ _____
(Officer Title) (Telephone)

_____
(e-mail Address)

Attachment

2

NEW YORK STATE
DEPARTMENT OF HEALTH

NO-BID FORM

PROCUREMENT TITLE: _____FAU #_____

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

- ☐ We do not provide the requested services. Please remove our firm from your mailing list

- ☐ We are unable to bid at this time because:

  _____

  _____

  _____

  _____

  - ☐ Please retain our firm on your mailing list.

_____
(Firm Name)

_____ _____
(Officer Signature) (Date)

_____ _____
(Officer Title) (Telephone)

_____
(e-mail Address)

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

Attachment

3

Appendix

A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the 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 $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) 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, 110 State Street, 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 (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) 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
Fax: 518-292-5884
http://www.empire.state.ny.us

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
Telephone: 518-292-5250
Fax: 518-292-5803
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.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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Appendix

D

APPENDIX D
GENERAL SPECIFICATIONS

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

All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.

B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.

C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.

D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.

E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of

Health in strict accordance with the specifications and pursuant to a contract therefore.

H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

I. Non-Collusive Bidding

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.

L. Work for Hire Contract
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.

M. Technology Purchases Notification -- The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"

1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over $20,000, or of other technology over $50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.

3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.

4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

For purposes of this warranty, the following definitions shall apply:

a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.

b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.

c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to Authorized User:

a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and

b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement. .

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

3. Warranty Statement

Year 2000 warranty compliance shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and

expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

O. No Subcontracting
Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.

P. Superintendence by Contractor
The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.

Q. Sufficiency of Personnel and Equipment
If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.

R. Experience Requirements
The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.

S. Contract Amendments
This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor

2. If, in the judgement of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Termination Provision

Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and

2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

V. Conflicts

If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take

affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy.

It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law.

To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

After an award of this contract, the contractor agrees to submit to the Department a work force utilization report, in a form and manner required by the Department, of the work force actually utilized on this contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Department.

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:

    a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the

contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than $500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than $1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than $500,000 for damages arising out of damage to or destruction or property during any single occurrence and not less than $1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.

ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

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

benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

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

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

   Instructions for Certification

   a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

   c. The prospective lower tier participant shall provide immediate written notice to the person to 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 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.

   b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. The CONTRACTOR , its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

6. All subcontracts shall contain provisions specifying:

   a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and

   b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:

   a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and

b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and

c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

CC. Provisions Related to New York State Information Security Breach and Notification Act

1. CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

Attachment

5

New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD
(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a (see Need help?* below*).*

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address *(if different than above)*			

Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ( )

Covered agency name	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) $
Covered agency address		Covered agency telephone number

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006),* available at *www.nystax.gov.* Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

Internet access: *www.nystax.gov* (for information, forms, and publications)

Fax-on-demand forms: 1 800 748-3676

Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications:	1 800 462-8100
Sales Tax Information Center:	1 800 698-2909
From areas outside the U.S. and outside Canada:	(518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only):	1 800 634-2110

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

Section 1 — Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.

☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

☐ The contractor does not have any subcontractors.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this____ day of _____ , 20 _____

_____ _____
(sign before a notary public) *(title)*

Schedule A — Listing of each person (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such person exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration in progress

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If person is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If person has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of person's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the person or person's business, as applicable. If the person is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the person has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20__ , before me personally appeared _____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_ he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____

of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of _____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No. _____

Attachment

6

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help? on back*).

Contractor name				*For covered agency use only* *Contract number or description*
Contractor's principal place of business	City	State	ZIP code	
Contractor's mailing address *(if different than above)*				*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number	Covered agency name			
Covered agency address				*Covered agency telephone number*

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an **X** *in only one box)*

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 _____

_____ _____
(sign before a notary public) *(title)*

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency,* with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20___ , before me personally appeared_____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the_____

of_____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of_____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ , LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No.
_____

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

Internet access: *www.nystax.gov* (for information, forms, and publications)

Fax-on-demand forms: 1 800 748-3676

Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

Attachment

7

New York State

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

Vendor Responsibility Questionnaire

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 person completing 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.**

STATE OF NEW YORK

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

1. VENDOR IS: ☐ **PRIME CONTRACTOR** ☐ **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 ***IN NEW YORK STATE***, if different from above	**10. TELEPHONE NUMBER**	**11. FAX NUMBER**
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: ☐ **Owned** ☐ **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) ☐ **Business Corporation**	**Date of Incorporation**	**State of Incorporation***
b) ☐ **Sole Proprietor**	**Date Established**	
c) ☐ **General Partnership**	**Date Established**	
d) ☐ **Not-for-Profit Corporation**	**Date of Incorporation**	**State of Incorporation*** **Charities Registration Number**
e) ☐ **Limited Liability Company (LLC)**	**Date Established**	
f) ☐ **Limited Liability Partnership**	**Date Established**	
g) ☐ **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**

FEIN #

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): ☐ Minority Business Enterprise (MBE) ☐ Women's Business Enterprise (WBE) ☐ Disadvantaged Business Enterprise (DBE)? ***Please provide a copy of any of the above certifications that apply.***	☐ **Yes**	☐ **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.***	☐ **Yes**	☐ **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.***	☐ **Yes**	☐ **No**
	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.***	☐ **Yes**	☐ **No**
	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.***	☐ **Yes**	☐ **No**
	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.***	☐ **Yes**	☐ **No**

FEIN #

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), affiliate[1] or any person involved in the bidding or contracting process:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 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; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?	☐ **Yes** ☐ **No**
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?	☐ **Yes** ☐ **No**
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of: 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;	☐ **Yes** ☐ **No**

FEIN #

	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."***	☐ **Yes** ☐ **No**
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.***	☐ **Yes** ☐ **No**
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.***	☐ **Yes** ☐ **No**
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.***	☐ **Yes** ☐ **No**
	b) file returns or pay New York State unemployment insurance?	☐ **Yes** ☐ **No**

	Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.		
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.***	☐ **Yes**	☐ **No**

FEIN #

27.	Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? ***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.***	☐ **Yes**	☐ **No**
28.	Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? ***List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.***	☐ **Yes**	☐ **No**
29.	In the past five (5) years, has the vendor or any affiliates[1]: **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 ? ***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.***	☐ **Yes**	☐ **No**

[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.

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

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

Address

City, State, Zip

Signature of Owner/Officer_____

Printed Name of Signatory

Title

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

_____
Notary Public

_____
Print Name

_____
Signature

_____
Date

Attachment

8

State Consultant Services

FORM A

OSC Use Only
Reporting Code:
Category Code:
Date Contract Approved:

Contractor's Planned Employment
From Contract Start Date through End of Contract Term

New York State Department of Health — Agency Code 12000
Contractor Name: — Contract Number:

Contract Start Date: / / — Contract End Date: / /

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Totals this page:	0	0	$ 0.00
Grand Total:	0	0	$ 0.00

Name of person who prepared this report:

Title: — Phone #:

Preparer's signature:
Date Prepared: / / — Page of
(use additional pages if necessary)

Instructions

State Consultant Services
Form A: Contractor's Planned Employment
And
Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.

2. NYS Office of the State Comptroller
   Bureau of Contracts
   110 State Street, 11th Floor
   Albany, NY 12236
   Attn: Consultant Reporting
   or via fax to –
   (518) 474-8030 or (518) 473-8808

3. NYS Department of Civil Service
   Alfred E. Smith Office Building
   Albany, NY 12239
   Attn: Consultant Reporting

Completing the Reports:

Scope of Contract (Form B only): a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Attachment

9

State Consultant Services

FORM B

OSC Use Only
Reporting Code:
Category Code:

Contractor's Annual Employment Report
Report Period: April 1, ____ to March 31, ____

New York State Department of Health — Agency Code 12000
Contract Number:
Contract Start Date: / / — Contract End Date: / /
Contractor Name:
Contractor Address:

Description of Services Being Provided:

Scope of Contract (Chose one that best fits):

Analysis	Evaluation	Research
Training	Data Processing	Computer Programming
Other IT Consulting	Engineering	Architect Services
Surveying	Environmental Services	Health Services
Mental Health Services	Accounting	Auditing
Paralegal	Legal	Other Consulting

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Totals this page:	0	0	$ 0.00
Grand Total:	0	0	$ 0.00

Name of person who prepared this report:
Title: — Phone #:

Preparer's signature:
Date Prepared: / / — Page of
(use additional pages if necessary)

Instructions

State Consultant Services
Form A: Contractor's Planned Employment
And
Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.

2. NYS Office of the State Comptroller
   Bureau of Contracts
   110 State Street, 11th Floor
   Albany, NY 12236
   Attn: Consultant Reporting
   or via fax to –
   (518) 474-8030 or (518) 473-8808

3. NYS Department of Civil Service
   Alfred E. Smith Office Building
   Albany, NY 12239
   Attn: Consultant Reporting

Completing the Reports:

Scope of Contract (Form B only): a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Attachment

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Historical Examination Trends

Candidates Tested

	CFR	EMT-B	EMT-I	EMT-CC	EMT-P	Totals
2006	4851	11744	393	655	1420	19,063
2005	4280	12053	598	590	1515	19,036
2004	4912	11899	400	576	1340	19127
2003	5823	11936	600	677	1185	20221

Attachment

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EMT Examination Blueprint

		Hours % of Course	Objectives % of Course	Number of Questions	
1	Preparatory	11	17	11	Prepatory or Prep.
2	Airway	6	5	5	Airway
3	Patient Assessment	19	16	18	Assessment or Assess.
4	Medical Emergencies	29	24	28	Medical
5	Trauma	17	19	18	Trauma
6	Infants & Children	6	7	6	Pediatrics or Peds.
7	Operations	4	7	4	Operations or Ops.
8	CPR	8	5	10	CPR
Totals		100%	100%	**100**	

CFR Examination Blueprint

		Hours % of Course	Objectives % of Course	Number of Questions	
1	Preparatory	21	21	4	Prepatory or Prep.
2	Airway	11	13.5	8	Airway
3	Patient Assessment	11	13.5	7	Assessment or Assess.
4	Circulation	23	10.5	8	Circulation or Circ.
5	Illness & Injury	13	24	15	Illness/Inj.
6	Childbirth & Pediatrics	13	13	6	Childbirth/Peds
7	Operations	8	4.5	2	Operations or Ops.
Totals		100%	100%	**50**	

Final Version 2/01/02 - 12/10/04

ALS Examination Blueprint

		I			CC			P		
		Hours	*% of Time*	*# Items*	Hours	*% of Time*	*# Items*	Hours	*% of Time*	*# Items*
1	Preparatory	12	32	17	26	22	27	73	22	33
2	Airway	6	16	9	9	8	10	12	4	6
3	Patient Assessment	9	24	13	9	8	10	25	8	12
4	Trauma	10	26	14	10	8	11	36	11	17
5	Medical	1	2	2	22	18	23	84	25	42
5A	Cardiology				28	23	28	38	12	13
6	Special				16	13	16	40	12	18
7	Management							2	1	2
8	Operations							16	5	7
Total		38 Hours	100%	**55**	120 Hours	100%	**125**	326 Hours	100%	**150**

Recommended Number of Items

1	Preparatory			14			21			27
2	Airway			12			11			14
3	Patient Assessment			13			13			10
4	Trauma			14			20			20
5	Medical Emergencies			2			20			42
6	Cardiology						24			14
7	Special						16			18
8	Operations						0			5
Total			Intermediate	**55**		CC	**125**		Paramedic	**150**

Attachment

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LAST NAME (Skip a space) FIRST NAME (Skip a space) MIDDLE INITIAL

DATE OF BIRTH

MONTH	DAY	YEAR
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IDENTIFICATION NUMBER

TEST CODE

PROFESSIONAL EXAMINATION SERVICE

NEW YORK, NY

EXAM LEVEL: Certified First Responder · EMT (BASIC) · EMT-Intermediate · EMT-Critical Care · EMT-Paramedic

TEST SITE:

TODAY'S DATE

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Attachment

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2006 Written Certification Examination Schedule
The Locations for "On-Site Scoring" have been identified.

Exam Date	Exam Time	Student Applications DUE BEFORE	On-Site Scoring Location(s)
January 19 Thursday	7:00 PM	December 8, 2005	New York City (NYC), Albany, Rochester
March 16 Thursday	7:00 PM	February 2	New York City (NYC), Albany, Rochester
May 18 Thursday	7:00 PM	April 6	New York City (NYC), Albany, Rochester
June 15 Thursday	7:00 PM	May 4	New York City (NYC), Albany, Rochester
August 17 Thursday	7:00 PM	July 6	New York City (NYC), Albany, Rochester
November 16 Thursday	7:00 PM	October 5	New York City (NYC), Albany, Rochester
December 14 Thursday	7:00 PM	November 2	New York City (NYC), Albany, Rochester

2007 Written Certification Examination Schedule
The Locations for "On-Site Scoring" have been identified.

Exam Date	Exam Time	Student Applications DUE BEFORE	On-Site Scoring Location (s)
January 18, 2007 Thursday	7:00 PM	December 7, 2006	New York City (NYC), Albany, Rochester
March 15, 2007 Thursday	7:00 PM	February 1, 2007	New York City (NYC), Albany, Rochester
May 17, 2007 Thursday	7:00 PM	April 5, 2007	New York City (NYC), Albany, Rochester
June 21, 2007Thursday	7:00 PM	May 10, 2007	New York City (NYC), Albany, Rochester
August 16, 2007 Thursday	7:00 PM	July 5, 2007	New York City (NYC), Albany, Rochester
November 15, 2007 Thursday	7:00 PM	October 4, 2007	New York City (NYC), Albany, Rochester
December 13, 2007 2nd Thursday	7:00 PM	November 1, 2007	New York City (NYC), Albany, Rochester

2008 Written Certification Examination Schedule
The Locations for "On-Site Scoring" have been identified.

Exam Date	Exam Time	Student Applications DUE BEFORE	On-Site Scoring Location (s)
January 17, 2008 Thursday	7:00 PM	December 6, 2007	New York City (NYC), Albany, Rochester
March 13, 2008 2nd Thursday	7:00 PM	January 31, 2008	New York City (NYC), Albany, Rochester
May 15, 2008 Thursday	7:00 PM	April 3, 2008	New York City (NYC), Albany, Rochester
June 19, 2008 Thursday	7:00 PM	May 8, 2008	New York City (NYC), Albany, Rochester
August 21, 2008 Thursday	7:00 PM	July 10, 2008	New York City (NYC), Albany, Rochester

November 20, 2008 Thursday	7:00 PM	October 9, 2008	New York City (NYC), Albany, Rochester
December 18, 2008 Thursday	7:00 PM	November 16	New York City (NYC), Albany, Rochester

- Student Applications SHALL be submitted after the 2nd class session. Student Applications **MUST** be submitted by the date listed. The "DUE BEFORE" date is the last date when the Student Applications will be accepted by the Certification Unit for the scheduled course test date.
- We are not able to offer accommodations under the ADA for candidates at On-Site Scoring Locations.
- On-Site Scoring is only available for EMT, EMT-I, EMT-CC and EMT-P candidates.
- Registration deadline for On-Site Scoring is the same as the student application due date. However, please note that due to limited seating, registration may be closed before the actual deadline.

Attachment

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0000000000 3292 38 25 378663
0000000000 2342 28 15 288364
0000000000 1115 13 10 138582
0000000000  200  2  2  21000
NY1H0861381940022519419486 22
NY1H086138 6700 75 67 678933
NY1H086138 2600 32 26 268125
NY1H086138  500  7  5  57142
NY1H086138  600  9  6  66666
NY1H086138 1900 21 19 199047
NY1H086138 3400 38 34 348947
NY1H086138 2300 28 23 238214
NY1H086138 1200 13 12 129230
NY1H086138  200  2  2  20000
NY1H0861381137401    194 67 26  5  6 19 34 23 12  2  89 84
NY1H0862922003722517321 48906
NY1H086292 6932 75 61 749243
NY1H086292 2886 32 26 329020
NY1H086292  589  7  4  78416
NY1H086292  832  9  6  99249
NY1H086292 1851 21 13 218815
NY1H086292 3289 38 25 378655
NY1H086292 2343 28 15 288368
NY1H086292 1113 13 10 138565
NY1H086292  200  2  2  20000
NY1H0862921007964    173 61 26  4  8 16 25 21 10  2  81 74
NY1H0862921035501    207 67 29  7  8 21 34 26 13  2  89 93
NY1H0862921035636    199 68 30  6  8 19 30 25 11  2  90 87
NY1H0862921042657    210 74 30  6  9 18 33 26 12  2  98 90
NY1H0862921051759    201 65 30  7  8 21 30 25 13  2  86 90
NY1H0862921080011    212 71 31  6  8 21 36 26 11  2  94 94
NY1H0862921103383    198 70 27  6  8 17 35 23 10  2  93 85
NY1H0862921103650    209 69 29  5  9 21 35 27 12  2  92 93
NY1H0862921109590    194 70 26  6  8 19 32 19 12  2  93 82
NY1H0862921109796    213 73 30  7  8 20 34 28 11  2  97 93
NY1H0862921112132    209 71 29  5  9 21 35 25 12  2  94 92
NY1H0862921123206    214 71 31  7  8 18 37 27 13  2  94 95
NY1H0862921124247    208 74 30  7  9 18 33 24 11  2  98 89
NY1H0862921127008    206 69 29  6  9 20 34 25 12  2  92 91
NY1H0862921131549    202 70 28  5  8 16 37 26 10  2  93 88
NY1H0862921136003    207 70 31  7  9 20 33 25 10  2  93 91
NY1H0862921136031    214 72 32  6  9 21 35 26 11  2  96 94
NY1H0862921139568    184 64 26  5  8 20 29 20 10  2  85 80
NY1H0862921141991    201 72 26  7  9 20 32 21 12  2  96 86
NY1H0862921143444    191 67 29  6  8 16 33 20 10  2  89 82
NY1H0862921158728    193 70 26  7  8 18 33 19 10  2  93 82
NY1H0862921158829    204 72 29  7  9 18 35 21 11  2  96 88
NY1H0862921160289    178 66 30  4  6 13 31 15 11  2  88 74
NY1H0862921166244    205 69 29  6  8 19 36 25 11  2  92 90
NY1H0862921167444    212 71 31  6  9 19 35 27 12  2  94 94
NY1H0862921178051    188 68 28  5  7 18 29 21 10  2  90 80
NY1H0862921183093    209 72 31  7  7 20 32 26 12  2  96 91
NY1H0862921183295    187 69 27  6  8 17 31 17 10  2  92 78
NY1H0862921185635    195 64 29  4  9 17 35 25 10  2  85 87
NY1H0862921187815    196 69 27  6  9 16 34 22 11  2  92 84
NY1H0862921187945    195 69 29  4  9 19 30 22 11  2  92 84
NY1H0862921191769    206 73 26  7  9 17 34 27 11  2  97 88
NY1H0862921192649    185 64 30  4  8 17 30 19 11  2  85 80
NY1H0862921199308    210 71 31  7  8 20 32 27 12  2  94 92
NY1H0862921217586    205 72 29  4  8 19 35 25 11  2  96 88
NY1H0862921237272    206 70 29  7  9 19 34 24 12  2  93 90
NY1H0862921269710    188 68 28  6  9 16 29 20 10  2  90 80
```

Scores File – fixed file with a record length of 101 characters.

4 record types on file:

Header Record
Statewide Record – up to 10 records depending on exam level
Coursewide Record – up to 10 for each course depending on exam level
Individual Record – one for each student within a course

Header Record:

filler	length = 33	: value of spaces
header-level	length = 2	: contains the Exam Level (FR, BA, AI, A3, A4)
header-date	length = 8	: contains the exam date in yy/mm/dd format
student-count	length = 5	: the number of students appearing on the file
filler	length = 53	: value of spaces

Statewide Record - there can be up to 10 statewide records on each file. The first record is identified with the letter 'T' and contains data pertaining to the entire exam. Consecutive records are identified by the letters 'A' – 'J' and contain data for each section of the exam.

statewide-identifier	length = 1	: contains value of 'T'; 'A'-'J'
filler	length = 10	: contains zeroes
statewide-mean	length = 5	: statewide mean in format 999v99 where 'v' represents a decimal
statewide-max	length = 3	: numerical value of statewide mean
statewide-low-score	length = 3	: numerical value of statewide low score
statewide-high--score	length = 3	: numerical value of statewide high score
statewide-avg-pct	length = 5	: statewide average percent in format 99v99 where 'v' represents a decimal
filler	length = 71	: contains spaces

Coursewide Record – there can be up to 10 statewide records on each file. The first record is identified with the letter 'T' and contains data pertaining to the entire exam. Consecutive records are identified by the letters 'A' – 'J' and contain data for each section of the exam.

coursewide-identifier	length = 1	: contains value of 'T'; 'A'-'J'
filler	length = 10	: contains zeroes
coursewide-mean	length = 5	: coursewide mean in format 999v99 where 'v' represents a decimal
coursewide-max	length = 3	: numerical value of coursewide mean
coursewide-low-score	length = 3	: numerical value of coursewide low score
coursewide-high--score	length = 3	: numerical value of coursewide high score
coursewide-avg-pct	length = 5	: coursewide average percent in format 99v99 where 'v' represents a decimal
filler	length = 71	: contains spaces

Individual Record – one record for each student who took the exam

individual-identifier	length = 5	: contains '-NY1H'
individual-course-number	length = 6	
individual-num-taken	length = 1	: contains value of 1 for first time testers; 2 for repeaters
individual-emt-number	length = 6	: emt number
filler	length = 4	: contains spaces
individual-total-score	length = 3	: contains numerical value of the total score for the exam (if basic exam this is left blank)
individual-basic-score	length = 3	: contains numerical value of the basic portion of the exam.
individual-score-a	length = 3	: contains score for section A of the exam.
individual-score-b	length = 3	: contains score for section B of the exam
individual-score-c	length = 3	: contains score for section C of the exam
individual-score-d	length = 3	: contains score for section D of the exam
individual-score-e	length = 3	: contains score for section E of the exam
individual-score-f	length = 3	: contains score for section F of the exam
individual-score-g	length = 3	: contains score for section G of the exam
individual-score-h	length = 3	: contains score for section H of the exam
filler	length = 1	: contains space
individual-basic-percent	length = 3	: contains basic percent in format 9v99 where 'v' represents a decimal
individual-adv-percent	length = 3	: contains advanced percent in format 9v99 where 'v' represents a decimal
filler	length = 1	: contains space
individual-last-name	length = 14	
individual-first-name	length = 8	
individual-middle-name	length = 1	
filler	length = 2	: contains spaces
individual-birthdate	length = 8	: contains the birth date in yy/mm/dd format
filler	length = 8	: contains spaces

```
                                BA041028  180                    Header Record - in-header-record
T0000000000 8363  793 9323  779662     65786984100 391008363   Statewide Record #1
A0000000000  818   86 9323   76235       630321  9  2  99086   Statewide Record #2
B0000000000 1835  215 9323  171031      3180717 21  7 218736   Statewide Record #3
C0000000000  562  141 9323   52362       312588  8  0  87021   Statewide Record #4
D0000000000  980  157 9323   91375       918531 12  3 128168   Statewide Record #5
E0000000000  959  163 9323   89441       882945 12  2 127995   Statewide Record #6
F0000000000  611  123 9323   56956       362090  8  1  87636   Statewide Record #7
G0000000000 1086  118 9323  101270      1113102 12  3 129052   Statewide Record #8
H0000000000  599  101 9323   55799       343379  7  0  78550   Statewide Record #9
I0000000000  476  102 9323   44373       220955  6  0  67933   Statewide Record #10
J0000000000  438   83 9323   40820       185160  5  0  58757   Statewide Record #11
TNY1H084305 8782  450   28    2459      216521100 76 968782    Coursewide Record #1  for 084305
ANY1H084305  857   49   28     240         2064  9  8  99524   Coursewide Record #2  for 084305
BNY1H084305 1911  157   28     535        10291 21 15 219099   Coursewide Record #3  for 084305
CNY1H084305  693   80   28     194         1362  8  5  88661   Coursewide Record #4  for 084305
DNY1H084305  957  145   28     268         2624 12  7 127976   Coursewide Record #5  for 084305
ENY1H084305 1018  117   28     285         2939 12  8 128482   Coursewide Record #6  for 084305
FNY1H084305  654   98   28     183         1223  8  5  88170   Coursewide Record #7  for 084305
GNY1H084305 1139   62   28     319         3645 12 10 129494   Coursewide Record #8  for 084305
HNY1H084305  621   86   28     174         1102  7  4  78878   Coursewide Record #9  for 084305
INY1H084305  486   79   28     136          678  6  2  68095   Coursewide Record #10 for 084305
JNY1H084305  446  105   28     125          589  5  0  58929   Coursewide Record #11 for 084305
-NY1H0843051007751      93  9 21  7 11 10  8 12  7  4  4                                  - Individual Record 084305
-NY1H0843051016525      88  9 21  6  8 11  6 11  6  5  5                                  - Individual Record 084305
-NY1H0843051026583      85  8 17  7 11  9  5 12  6  5  5                                  - Individual Record 084305
-NY1H0843051051744      94  8 20  7 12 12  7 11  7  5  5                                  - Individual Record 084305
-NY1H0843051073310      93  9 20  8 11 12  7 11  5  6  4                                  - Individual Record 084305
-NY1H0843051078265      83  8 17  7  8 10  5 11  6  6  5                                  - Individual Record 084305
-NY1H0843051079498      85  8 18  8  8  9  7 11  6  5  5                                  - Individual Record 084305
-NY1H0843051079858      88  9 21  7 11  9  5 11  5  5  5                                  - Individual Record 084305
-NY1H0843051108118      90  9 18  6 12 11  6 12  6  5  5                                  - Individual Record 084305
-NY1H0843051114652      96  9 20  8 11 12  7 12  7  5  5                                  - Individual Record 084305
TNY1H084306 8635  620   23    1986      172370100 76 978635    Coursewide Record #1  for 084306
ANY1H084306  857   77   23     197         1701  9  6  99517   Coursewide Record #2  for 084306
BNY1H084306 1852  206   23     426         7988 21 14 218820   Coursewide Record #3  for 084306
CNY1H084306  696   81   23     160         1128  8  5  88696   Coursewide Record #4  for 084306
DNY1H084306  974  129   23     224         2220 12  8 128116   Coursewide Record #5  for 084306
ENY1H084306  939  161   23     216         2088 12  6 127826   Coursewide Record #6  for 084306
FNY1H084306  635  105   23     146          952  8  4  87935   Coursewide Record #7  for 084306
GNY1H084306 1143   82   23     263         3023 12  9 129529   Coursewide Record #8  for 084306
HNY1H084306  600   72   23     138          840  7  5  78571   Coursewide Record #9  for 084306
INY1H084306  487   95   23     112          566  6  3  68116   Coursewide Record #10 for 084306
JNY1H084306  452   65   23     104          480  5  3  59043   Coursewide Record #11 for 084306
-NY1H0843061008689      85  8 18  6 10  9  7 12  7  3  5                                  - Individual Record 084306
-NY1H0843061021566      91  9 20  7 10 11  6 12  5  6  5                                  - Individual Record 084306
-NY1H0843061028439      96  9 20  8 11 12  6 12  7  6  5                                  - Individual Record 084306
-NY1H0843061029503      93  9 20  7 12 10  7 11  6  6  5                                  - Individual Record 084306
-NY1H0843061051691      89  8 17  7 10 12  8 12  6  5  4                                  - Individual Record 084306
```

Attachment

15

For ALB NY CERTIFIED FIRST RESPONDER Examinations

05/01/06 to 06/01/06

FIRST TIME data based on 19 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent
AIRWAY	8	3 to 7	5.00	1.17	62.50 %
CHILDBIRTH/PEDIATRICS	6	3 to 6	4.00	1.01	66.67 %
CIRCULATION	9	6 to 9	7.00	0.90	77.78 %
ILLNESS/INJURY	14	5 to 13	10.00	2.20	71.43 %
OPERATIONS	2	1 to 2	1.00	0.45	50.00 %
PATIENT ASSESSMENT	7	4 to 7	6.00	0.84	85.71 %
PREPARATORY	4	2 to 4	3.00	0.61	75.00 %

PASSING and FAILING Counts	N	%
Number of Candidates PASSING	19	100.0 %
Number of Candidates FAILING	0	0.0 %
TOTAL Number of Candidates	19	100.0 %

For ALB NY EMT Examinations
05/01/06 to 06/01/06

FIRST TIME data based on 313 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent
AIRWAY	9	4 to 9	8.00	0.87	88.89 %
CPR	10	3 to 10	7.00	1.60	70.00 %
INFANTS/CHILDREN	8	3 to 8	6.00	1.12	75.00 %
MEDICAL EMERGENCIES	21	11 to 21	18.00	1.84	85.71 %
OPERATIONS	3	0 to 3	2.00	0.63	66.67 %
PATIENT ASSESSMENT	5	1 to 5	4.00	0.69	80.00 %
PREPARATORY	12	5 to 12	10.00	1.40	83.33 %
TRAUMA	32	14 to 31	23.00	3.42	71.88 %

PASSING and FAILING Counts	N	%
Number of Candidates PASSING	292	93.3 %
Number of Candidates FAILING	21	6.7 %
TOTAL Number of Candidates	313	100.0 %

For ALB NY INTERMEDIATE Examinations
05/01/06 to 06/01/06

FIRST TIME data based on 1 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent
AIRWAY	12	7 to 7	7.00		58.33 %
BASIC EMT	75	58 to 58	58.00		77.33 %
MEDICAL/AED	2	1 to 1	1.00		50.00 %
PATIENT ASSESSMENT	13	9 to 9	9.00		69.23 %
PREPARATORY	14	8 to 8	8.00		57.14 %
TRAUMA	14	9 to 9	9.00		64.29 %

PASSING and FAILING Counts	N	%
Number of Candidates PASSING	0	0.0 %
Number of Candidates FAILING	1	100.0 %
TOTAL Number of Candidates	1	100.0 %

For ALB NY CRITICAL CARE Examinations
05/01/06 to 06/01/06

FIRST TIME data based on 65 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent
AIRWAY	11	6 to 11	9.00	1.15	81.82 %
BASIC EMT	75	52 to 72	64.00	4.14	85.33 %
CARDIOVASCULAR	24	9 to 24	17.00	2.78	70.83 %
MEDICAL EMERGENCIES	20	10 to 19	15.00	2.26	75.00 %
PATIENT ASSESSMENT	13	8 to 13	12.00	0.95	92.31 %
PREPARATORY	21	6 to 20	14.00	3.07	66.67 %
SPECIAL CONSIDERATIONS	16	11 to 16	13.00	1.38	81.25 %
TRAUMA	20	7 to 20	14.00	3.05	70.00 %

PASSING and FAILING Counts	N	%
Number of Candidates PASSING	55	84.6 %
Number of Candidates FAILING	10	15.4 %
TOTAL Number of Candidates	65	100.0 %

For ALB NY PARAMEDIC Examinations
05/01/06 to 06/01/06

FIRST TIME data based on 6 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent
AIRWAY	9	8 to 9	8.00	0.52	88.89 %
BASIC EMT	75	63 to 74	70.00	4.02	93.33 %
CARDIOVASCULAR	30	23 to 30	26.00	2.88	86.67 %
MEDICAL EMERGENCIES	39	28 to 36	32.00	2.79	82.05 %
OPERATIONS	3	1 to 3	2.00	0.75	66.67 %
PATIENT ASSESSMENT	7	6 to 7	6.00	0.55	85.71 %
PREPARATORY	33	28 to 33	30.00	1.63	90.91 %
SPECIAL CONSIDERATIONS	10	8 to 10	9.00	0.63	90.00 %
TRAUMA	19	14 to 19	16.00	1.94	84.21 %

PASSING and FAILING Counts	N	%
Number of Candidates PASSING	6	100.0 %
Number of Candidates FAILING	0	0.0 %
TOTAL Number of Candidates	6	100.0 %

For ALB NY CERTIFIED FIRST RESPONDER Examinations
05/01/06 to 06/01/06

REPEAT data based on 2 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent
AIRWAY	8	7 to 8	7.00	0.71	87.50 %
CHILDBIRTH/PEDIATRICS	6	4 to 5	4.00	0.71	66.67 %
CIRCULATION	9	7 to 9	8.00	1.41	88.89 %
ILLNESS/INJURY	14	9 to 12	10.00	2.12	71.43 %
OPERATIONS	2	2 to 2	2.00	0.00	100.00 %
PATIENT ASSESSMENT	7	6 to 7	6.00	0.71	85.71 %
PREPARATORY	4	4 to 4	4.00	0.00	100.00 %

PASSING and FAILING Counts	N	%
Number of Candidates PASSING	2	100.0 %
Number of Candidates FAILING	0	0.0 %
TOTAL Number of Candidates	2	100.0 %

Form Number 2350306

Tested 05/18/2006

Sponsor - AMSTERDAM MEMORIAL HOSPITAL

Course # 026096

Course Type EMT ORIGINAL

ID Number	Birthdate	Name	Total 100	PREP 12	AIR 9	PAT A 5	MED EMER 21	TRAUMA 32	INFANTS 8	OPS 3	CPR 10	Basic % Score P/F	Adv % Score P/F
			69.00	10.00	7.00	4.00	16.00	17.00	5.00	2.00	8.00	69.00 F	0.00
			75.00	7.00	8.00	5.00	21.00	20.00	5.00	2.00	7.00	75.00 P	0.00
			81.00	12.00	7.00	4.00	16.00	24.00	6.00	3.00	9.00	81.00 P	0.00
			94.00	11.00	9.00	5.00	21.00	28.00	8.00	3.00	9.00	94.00 P	0.00
			79.00	6.00	9.00	4.00	20.00	24.00	7.00	3.00	6.00	79.00 P	0.00
			78.00	12.00	7.00	4.00	17.00	24.00	7.00	3.00	4.00	78.00 P	0.00
			85.00	11.00	8.00	4.00	20.00	27.00	5.00	3.00	7.00	85.00 P	0.00
			81.00	11.00	9.00	5.00	17.00	23.00	7.00	2.00	7.00	81.00 P	0.00
			83.00	11.00	8.00	4.00	20.00	27.00	7.00	1.00	5.00	83.00 P	0.00
			93.00	12.00	9.00	5.00	21.00	28.00	7.00	2.00	9.00	93.00 P	0.00
			79.00	11.00	9.00	5.00	17.00	20.00	6.00	3.00	8.00	79.00 P	0.00
			79.00	10.00	7.00	4.00	18.00	24.00	6.00	3.00	7.00	79.00 P	0.00
			93.00	11.00	9.00	5.00	20.00	30.00	7.00	3.00	8.00	93.00 P	0.00

David Fariello

Amsterdam Memorial Hospital

4988 State Highway #30

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Amsterdam, NY 12010

For ALB NY CRITICAL CARE Examinations
05/01/06 to 06/01/06

REPEAT data based on 2 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent
AIRWAY	11	9 to 10	9.00	0.71	81.82 %
BASIC EMT	75	63 to 64	63.00	0.71	84.00 %
CARDIOVASCULAR	24	15 to 20	17.00	3.54	70.83 %
MEDICAL EMERGENCIES	20	13 to 19	16.00	4.24	80.00 %
PATIENT ASSESSMENT	13	11 to 12	11.00	0.71	84.62 %
PREPARATORY	21	13 to 16	14.00	2.12	66.67 %
SPECIAL CONSIDERATIONS	16	12 to 12	12.00	0.00	75.00 %
TRAUMA	20	12 to 13	12.00	0.71	60.00 %

PASSING and FAILING Counts	N	%
Number of Candidates PASSING	2	100.0 %
Number of Candidates FAILING	0	0.0 %
TOTAL Number of Candidates	2	100.0 %

Form Number 2350306

Tested 05/18/2006

Sponsor - ARNOT OGDEN MEDICAL CENTER

Course # 056047

Course Type EMT REFRESHER

ID Number	Birthdate	Name	Total 100	PREP 12	AIR 9	PAT A 5	MED EMER 21	TRAUMA 32	INFANTS 8	OPS 3	CPR 10	Basic % Score P/F	Adv % Score P/F
[illegible]	[illegible]	[illegible]	66.00	8.00	7.00	3.00	14.00	19.00	4.00	3.00	8.00	66.00 F	0.00
[illegible]	[illegible]	[illegible]	94.00	11.00	9.00	5.00	20.00	28.00	8.00	3.00	10.00	94.00 P	0.00
[illegible]	[illegible]	[illegible]	94.00	12.00	9.00	5.00	18.00	29.00	8.00	3.00	10.00	94.00 P	0.00
[illegible]	[illegible]	[illegible]	85.00	9.00	9.00	5.00	18.00	27.00	7.00	3.00	7.00	85.00 P	0.00
[illegible]	[illegible]	[illegible]	84.00	11.00	9.00	5.00	19.00	22.00	7.00	3.00	8.00	84.00 P	0.00
[illegible]	[illegible]	[illegible]	82.00	9.00	9.00	5.00	18.00	23.00	6.00	3.00	9.00	82.00 P	0.00
[illegible]	[illegible]	[illegible]	79.00	10.00	9.00	3.00	16.00	23.00	5.00	3.00	10.00	79.00 P	0.00
[illegible]	[illegible]	[illegible]	71.00	8.00	8.00	4.00	18.00	20.00	6.00	1.00	6.00	71.00 P	0.00

Deborah Martin

Arnot Ogden Medical Center

600 Roe Avenue

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Elmira, NY 14905

Form Number 2740105

Tested 05/18/2006

Sponsor - BASSETT HEALTHCARE

Course # 026108

Course Type CRITICAL CARE REFRESHER

ID Number	Birthdate	Name	Total 200	BASIC 75	PREP 21	AIR 11	PAT A 13	TRAUMA 20	MED EMER 20	CARDIO 24	SP CON 16	Basic % Score P/F	Adv % Score P/F
			174.00	67.00	13.00	11.00	13.00	19.00	18.00	18.00	15.00	89.00 P	85.00 P
			159.00	63.00	16.00	8.00	11.00	16.00	15.00	16.00	14.00	84.00 P	76.00 P
			179.00	66.00	17.00	11.00	12.00	20.00	17.00	21.00	15.00	88.00 P	90.00 P
			177.00	64.00	19.00	10.00	13.00	18.00	19.00	19.00	15.00	85.00 P	90.00 P
			182.00	71.00	19.00	9.00	12.00	20.00	17.00	21.00	13.00	94.00 P	88.00 P
			170.00	69.00	12.00	8.00	12.00	19.00	16.00	20.00	14.00	92.00 P	80.00 P
			171.00	70.00	15.00	10.00	12.00	17.00	18.00	16.00	13.00	93.00 P	80.00 P

Scott Bonderoff

Bassett Healthcare

Center for Rural EMS Education

One Atwell Drive

Cooperstown, NY 13326

Form Number 2390306

Tested 05/18/2006

Sponsor - BROOME CO. OFFICE OF EMERGENCY SERVICES

Course # 066144

Course Type CERTIFIED FIRST RESPONDER REFRESHER

ID Number	Birthdate	Name	Total 50	PREP 4	AIR 8	PAT A 7	CIRC 9	ILL INJ 14	CHILD 6	OPS 2	Basic % Score P/F	Adv % Score P/F
			46.00	3.00	7.00	7.00	8.00	13.00	6.00	2.00	92.00 P	0.00
			41.00	3.00	5.00	7.00	8.00	12.00	5.00	1.00	82.00 P	0.00
			45.00	4.00	7.00	7.00	8.00	12.00	5.00	2.00	90.00 P	0.00
			44.00	3.00	6.00	6.00	8.00	13.00	6.00	2.00	88.00 P	0.00
			46.00	3.00	8.00	7.00	9.00	12.00	6.00	1.00	92.00 P	0.00
			38.00	4.00	7.00	6.00	7.00	8.00	4.00	2.00	76.00 P	0.00
			42.00	4.00	7.00	7.00	7.00	11.00	4.00	2.00	84.00 P	0.00
			46.00	4.00	6.00	7.00	9.00	12.00	6.00	2.00	92.00 P	0.00
			44.00	4.00	7.00	7.00	8.00	10.00	6.00	2.00	88.00 P	0.00
			43.00	4.00	6.00	6.00	8.00	12.00	6.00	1.00	86.00 P	0.00
			42.00	3.00	5.00	7.00	8.00	11.00	6.00	2.00	84.00 P	0.00
			44.00	4.00	7.00	6.00	7.00	12.00	6.00	2.00	88.00 P	0.00
			39.00	3.00	6.00	6.00	8.00	9.00	5.00	2.00	78.00 P	0.00

Raymond Serowik

Broome Co. Office of Emergency Services

Public Safety Facility

153 Lt. VanWinkle Drive

Binghamton, NY 13905

Form Number 2760306

Tested 05/18/2006

Sponsor - FAXTON-ST. LUKE'S HEALTHCARE

Course # 066177

Course Type PARAMEDIC RAPID

ID Number	Birthdate	Name	Total 225	BASIC 75	PREP 33	AIR 9	PAT A 7	TRAUMA 19	MED EMER 39	CARDIO 30	SP CON 10	OPS 3	Basic % Score P/F	Adv % Score P/F
			196.00	68.00	27.00	9.00	7.00	18.00	33.00	22.00	9.00	3.00	90.00 P	85.00 P
			187.00	67.00	30.00	9.00	7.00	13.00	29.00	23.00	7.00	2.00	89.00 P	80.00 P
			168.00	74.00	29.00	8.00	7.00	13.00	25.00	20.00	9.00	3.00	98.00 P	76.00 P
			186.00	65.00	26.00	9.00	7.00	16.00	28.00	24.00	9.00	2.00	86.00 P	80.00 P
			195.00	64.00	30.00	9.00	6.00	17.00	30.00	28.00	8.00	3.00	85.00 P	87.00 P
			201.00	70.00	30.00	8.00	6.00	16.00	34.00	26.00	8.00	3.00	93.00 P	87.00 P

Eric Loucks

Faxton-St. Luke's Healthcare

EMS Education

2521Sunset Avenue

Utica, NY 13502

Form Number 2760306

Tested 05/18/2006

Sponsor - FDNY EMS ACADEMY

Course # 086032

Course Type PARAMEDIC ORIGINAL

ID Number	Birthdate	Name	Total 225	BASIC 75	PREP 33	AIR 9	PAT A 7	TRAUMA 19	MED EMER 39	CARDIO 30	SP CON 10	OPS 3	Basic % Score P/F	Adv % Score P/F
			193.00	68.00	31.00	9.00	7.00	15.00	29.00	23.00	8.00	3.00	90.00 P	83.00 P
			189.00	70.00	27.00	9.00	7.00	14.00	28.00	24.00	7.00	3.00	93.00 P	79.00 P
			206.00	75.00	26.00	8.00	7.00	16.00	35.00	26.00	10.00	3.00	100.00 P	87.00 P
			212.00	71.00	33.00	8.00	6.00	17.00	37.00	28.00	9.00	3.00	94.00 P	94.00 P
			187.00	68.00	28.00	8.00	6.00	14.00	32.00	21.00	8.00	2.00	90.00 P	79.00 P
			205.00	69.00	31.00	9.00	7.00	18.00	34.00	26.00	9.00	2.00	92.00 P	90.00 P
			216.00	75.00	29.00	9.00	7.00	19.00	36.00	28.00	10.00	3.00	100.00 P	94.00 P
			196.00	74.00	24.00	8.00	6.00	17.00	32.00	23.00	9.00	3.00	98.00 P	81.00 P
			212.00	73.00	29.00	9.00	7.00	19.00	36.00	26.00	10.00	3.00	97.00 P	92.00 P
			220.00	75.00	33.00	9.00	7.00	19.00	36.00	29.00	9.00	3.00	100.00 P	96.00 P
			199.00	68.00	25.00	9.00	6.00	14.00	36.00	28.00	10.00	3.00	90.00 P	87.00 P
			199.00	70.00	28.00	9.00	7.00	15.00	32.00	25.00	10.00	3.00	93.00 P	86.00 P
			204.00	73.00	28.00	9.00	7.00	18.00	32.00	27.00	7.00	3.00	97.00 P	87.00 P
			185.00	70.00	26.00	7.00	6.00	16.00	30.00	21.00	7.00	2.00	93.00 P	76.00 P
			203.00	74.00	31.00	9.00	7.00	17.00	29.00	24.00	9.00	3.00	98.00 P	86.00 P
			184.00	71.00	24.00	7.00	6.00	13.00	29.00	24.00	8.00	2.00	94.00 P	75.00 P
			197.00	68.00	25.00	8.00	7.00	18.00	32.00	26.00	10.00	3.00	90.00 P	86.00 P
			198.00	71.00	26.00	9.00	7.00	17.00	31.00	26.00	9.00	2.00	94.00 P	84.00 P
			212.00	74.00	30.00	9.00	7.00	18.00	36.00	27.00	9.00	2.00	98.00 P	92.00 P
			216.00	73.00	30.00	9.00	6.00	19.00	37.00	29.00	10.00	3.00	97.00 P	95.00 P
			209.00	73.00	31.00	7.00	7.00	17.00	37.00	25.00	10.00	2.00	97.00 P	90.00 P
			219.00	74.00	31.00	9.00	7.00	19.00	37.00	29.00	10.00	3.00	98.00 P	96.00 P
			194.00	67.00	29.00	8.00	7.00	14.00	32.00	25.00	9.00	3.00	89.00 P	84.00 P

Chief James P Martin

FDNY EMS Academy

325 Pratt Avenue

Fort Totten

Bayside, NY 11359

For PARAMEDIC Examinations

05/01/06 to 05/31/06

REPEAT data based on 7 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	225	188 - 157	174.14	10.46	77.40
BASIC EMT	75	69 - 60	65.86	3.72	87.81
PREPARATORY	33	29 - 21	25.14	2.79	76.19
AIRWAY	9	9 - 7	7.86	0.69	87.30
PATIENT ASSESSMENT	7	7 - 5	6.57	0.79	93.88
TRAUMA	19	16 - 10	13.57	1.90	71.43
MEDICAL EMERGENCIES	39	30 - 21	25.71	3.04	65.93
CARDIOVASCULAR	30	23 - 15	19.86	2.85	66.19
SPECIAL CONSIDERATIONS	10	10 - 6	8.00	1.41	80.00
OPERATIONS	3	3 - 1	1.57	0.79	52.38

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	7	100.00	5	71.43 %	5	71.43 %
Number of Candidates FAILING	0	0.00 %	2	28.57 %	2	28.57 %
TOTAL Number of Candidates	7		7		7	

For PARAMEDIC Examinations

05/01/06 to 05/31/06

FIRST TIME data based on 230 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	225	221 - 151	199.55	12.12	88.69
BASIC EMT	75	75 - 59	70.40	3.12	93.87
PREPARATORY	33	33 - 18	28.90	2.39	87.58
AIRWAY	9	9 - 6	8.51	0.70	94.54
PATIENT ASSESSMENT	7	7 - 3	6.50	0.69	92.86
TRAUMA	19	19 - 9	16.65	1.79	87.62
MEDICAL EMERGENCIES	39	38 - 20	32.19	3.57	82.54
CARDIOVASCULAR	30	30 - 14	25.05	3.01	83.51
SPECIAL CONSIDERATIONS	10	10 - 4	8.81	1.09	88.13
OPERATIONS	3	3 - 1	2.53	0.57	84.49

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	230	100.00	225	97.83 %	225	97.83 %
Number of Candidates FAILING	0	0.00 %	5	2.17 %	5	2.17 %
TOTAL Number of Candidates	230		230		230	

For EMT Examinations
05/01/06 to 05/31/06

FIRST TIME data based on 2403 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	100	100 - 44	82.49	8.25	82.49
PREPARATORY	12	12 - 3	10.15	1.44	84.60
AIRWAY	9	9 - 3	8.29	0.94	92.06
PATIENT ASSESSMENT	5	5 - 1	4.43	0.70	88.69
MEDICAL EMERGENCIES	21	21 - 9	18.54	1.88	88.30
TRAUMA	32	32 - 11	24.21	3.63	75.66
INFANTS/CHILDREN	8	8 - 2	6.62	1.18	82.74
OPERATIONS	3	3 - 0	2.54	0.68	84.76
CPR	10	10 - 2	7.70	1.60	77.04

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	2228	92.72 %	0	0.00 %	2228	92.72 %
Number of Candidates FAILING	175	7.28 %	0	0.00 %	175	7.28 %
TOTAL Number of Candidates	2403		0		2403	

Form Number 2350306 : EMT

Tested 05/18/2006

Sponsor - AMSTERDAM MEMORIAL HOSPITAL

Course # 026096

Group data based on 13 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent Score
TOTAL	100	94 - 69	82.23	7.41	82.23
PREPARATORY	12	12 - 6	10.38	1.85	86.54
AIRWAY	9	9 - 7	8.15	0.90	90.60
PATIENT ASSESSMENT	5	5 - 4	4.46	0.52	89.23
MEDICAL EMERGENCIES	21	21 - 16	18.77	1.96	89.38
TRAUMA	32	30 - 17	24.31	3.73	75.96
INFANTS/CHILDREN	8	8 - 5	6.38	0.96	79.81
OPERATIONS	3	3 - 1	2.54	0.66	84.62
CPR	10	9 - 4	7.23	1.54	72.31

Form Number 2740105 : CRITICAL CARE

Tested 05/18/2006

Sponsor - BASSETT HEALTHCARE

Course # 026108

Group data based on 7 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent Score
TOTAL	200	182 - 159	173.14	7.56	86.57
BASIC EMT	75	71 - 63	67.14	3.02	89.52
PREPARATORY	21	19 - 12	15.86	2.73	75.51
AIRWAY	11	11 - 8	9.57	1.27	87.01
PATIENT ASSESSMENT	13	13 - 11	12.14	0.69	93.41
TRAUMA	20	20 - 16	18.43	1.51	92.14
MEDICAL EMERGENCIES	20	19 - 15	17.14	1.35	85.71
CARDIOVASCULAR	24	21 - 16	18.71	2.14	77.98
SPECIAL CONSIDERATIONS	16	15 - 13	14.14	0.90	88.39

New York Emergency Medical Services - Mismatched Course Number Candidates

Report Range 05/01/06 to 06/01/06

Course Number : 015404	Candidate Name	Test Date
		05/18/2006

Course Number : 030635	Candidate Name	Test Date
		05/18/2006

Course Number : 036050	Candidate Name	Test Date
		05/18/2006

Course Number : 046022	Candidate Name	Test Date
		05/18/2006
		05/18/2006

Course Number : 066032	Candidate Name	Test Date
		05/18/2006

Course Number : 076001	Candidate Name	Test Date
		05/18/2006

Course Number : 076028	Candidate Name	Test Date
		05/18/2006

Course Number : 076118	Candidate Name	Test Date
		05/18/2006

Course Number : 076206	Candidate Name	Test Date
		05/18/2006

Course Number : 082601	Candidate Name	Test Date
		05/18/2006

Course Number : 085290	Candidate Name	Test Date
		05/18/2006

Course Number : 086085	Candidate Name	Test Date
		05/18/2006

Course Number : 086158	Candidate Name	Test Date
		05/18/2006

Attachment

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Course Sponsor Summary Report Fields

Individual Student Score Report for Course

1. Report Title
2. Examination Form Number
3. Date of Exam
4. Course Sponsor Name
5. Course Number
6. Course Level and Type
7. Student ID Number
8. Student Date of Birth
9. Student Name
10. Total Questions Answered Correctly
11. Total Number of Questions Answered Correctly for Each Sub-Section of the Examination
12. Percentage Score for EMT – Basic Section
13. Pass/Fail Score Indicator
14. Percentage Score for Advanced Portion of the Examination
15. Pass/Fail Score Indicator
16. Name & Address of Course Sponsor

Course Summary Report – All Students Grouped Together

1. Report Title
2. Examination Form Number
3. Date of Exam
4. Course Sponsor Name
5. Course Number
6. Course Level and Type
7. Number Reflecting Group Data is Based on
8. Sub-Sections of the Examination
9. Maximum Raw Score Possible for Each Sub-Section, EMT-Basic Portion, and Advanced Portion.
10. Range of Raw Scores for this Course
11. Average Raw Score for this Course
12. Standard Deviation for this Course
13. Average Percentage Score for this Course
14. Passing and Failing Sub-Report
    a. Number of Candidates Passing and Failing
        i. Number of Students Taking EMT-Basic Portion
        ii. Percentage of Students that Passed and Failed
        iii. Number of Students Taking Advanced Portion
        iv. Percentage of Students that Passed and Failed
        v. Combined/Overall Number of Students
        vi. Combined/Overall Percentage of Students that Passed and Failed
    b. Number of Candidates Passing and Failing for All Exams Given on this Date for this Level of Exam State-Wide
        i. Number of Students Taking EMT-Basic Portion
        ii. Percentage of Students that Passed and Failed
        iii. Number of Students Taking Advanced Portion
        iv. Percentage of Students that Passed and Failed
        v. Combined/Overall Number of Students
        vi. Combined/Overall Percentage of Students that Passed and Failed

Form Number 2350306

Tested 05/18/2006

Sponsor - AMSTERDAM MEMORIAL HOSPITAL

Course # 026096

Course Type EMT ORIGINAL

ID Number	Birthdate	Name	Total 100	PREP 12	AIR 9	PAT A 5	MED EMER 21	TRAUMA 32	INFANTS 8	OPS 3	CPR 10	Basic % Score P/F	Adv % Score P/F
			69.00	10.00	7.00	4.00	16.00	17.00	5.00	2.00	8.00	69.00 F	0.00
			75.00	7.00	8.00	5.00	21.00	20.00	5.00	2.00	7.00	75.00 P	0.00
			81.00	12.00	7.00	4.00	16.00	24.00	6.00	3.00	9.00	81.00 P	0.00
			94.00	11.00	9.00	5.00	21.00	28.00	8.00	3.00	9.00	94.00 P	0.00
			79.00	6.00	9.00	4.00	20.00	24.00	7.00	3.00	6.00	79.00 P	0.00
			78.00	12.00	7.00	4.00	17.00	24.00	7.00	3.00	4.00	78.00 P	0.00
			85.00	11.00	8.00	4.00	20.00	27.00	5.00	3.00	7.00	85.00 P	0.00
			81.00	11.00	9.00	5.00	17.00	23.00	7.00	2.00	7.00	81.00 P	0.00
			83.00	11.00	8.00	4.00	20.00	27.00	7.00	1.00	5.00	83.00 P	0.00
			93.00	12.00	9.00	5.00	21.00	28.00	7.00	2.00	9.00	93.00 P	0.00
			79.00	11.00	9.00	5.00	17.00	20.00	6.00	3.00	8.00	79.00 P	0.00
			79.00	10.00	7.00	4.00	18.00	24.00	6.00	3.00	7.00	79.00 P	0.00
			93.00	11.00	9.00	5.00	20.00	30.00	7.00	3.00	8.00	93.00 P	0.00

David Fariello

Amsterdam Memorial Hospital

4988 State Highway #30

Blank

Amsterdam, NY 12010

Form Number 2350306 : EMT

Tested 05/18/2006

Sponsor - AMSTERDAM MEMORIAL HOSPITAL

Course # 026096

Group data based on 13 candidate(s).

Topic Name	Max Raw Score	Range of Raw Scores	Avg Raw Score	Standard Deviation	Average Percent Score
TOTAL	100	94 - 69	82.23	7.41	82.23
PREPARATORY	12	12 - 6	10.38	1.85	86.54
AIRWAY	9	9 - 7	8.15	0.90	90.60
PATIENT ASSESSMENT	5	5 - 4	4.46	0.52	89.23
MEDICAL EMERGENCIES	21	21 - 16	18.77	1.96	89.38
TRAUMA	32	30 - 17	24.31	3.73	75.96
INFANTS/CHILDREN	8	8 - 5	6.38	0.96	79.81
OPERATIONS	3	3 - 1	2.54	0.66	84.62
CPR	10	9 - 4	7.23	1.54	72.31

Attachment

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Funding Audit Report Fields

1. Title of Report
2. Testing Period Report Reflects
3. Course Level
4. Course Number
5. Date of Original Examination
6. Examination Form Number
7. Actual Examination Date
8. Total Number Passed for Actual Exam Dates
9. Total Number Passed for All Exam Dates for Particular Course Number

01/01/05 to 10/01/06

Paramedic

Course Number	File Date	Form Code	Test Date	Number Pass
015430	2005-03-17	2767401	2005-03-17	4
015432	2005-05-19	2767301	2005-05-19	12
015433	2005-06-16	2767501	2005-06-16	5
015435	2005-08-18	2767601	2005-08-18	6
015438	2005-11-17	2767501	2005-11-17	7
015439	2005-12-15	2767501	2005-11-17	1
015439	2005-12-15	2767401	2005-12-15	8
			Total Pass	43

01/01/05 to 10/01/06

Intermediate

Course Number	File Date	Form Code	Test Date	Number Pass
024277	2004-12-16	2723101	2005-03-17	0
024278	2004-12-16	2723101	2005-03-17	1
024278	2004-12-16	2723201	2005-05-19	1
024280	2005-03-17	2723101	2005-03-17	3
024283	2005-03-17	2723101	2005-03-17	7
024286	2005-03-17	2723101	2005-03-17	2
024286	2005-03-17	2723201	2005-08-18	1
024289	2005-03-17	2723101	2005-03-17	1
024289	2005-03-17	2723101	2005-06-16	0
			Total Pass	16

Attachment

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Statewide Annual Report Fields

Summary Report for Entire State

1. Title of Report
2. Testing Period Report Reflects
3. Examination Level of Report
4. Statewide Data Based on Number of Candidates
5. Topic and/or Exam Sub-Section Title
6. Maximum Raw Score
7. Range of Raw Score
8. Average Raw Score
9. Standard Deviation
10. Average Percentage
11. Passing and Failing Counts
    a. Number of Candidates Passing and Failing
        i. Number of Students Taking EMT-Basic Portion
        ii. Percentage of Students that Passed and Failed
        iii. Number of Students Taking Advanced Portion
        iv. Percentage of Students that Passed and Failed
        v. Combined/Overall Number of Students
        vi. Combined/Overall Percentage of Students that Passed and Failed
12. Individual Reports for Course Types:
    a. EMT – Basic Original Coruses
    b. EMT – Basic Refresher Courses
    c. CFR – Original Courses
    d. CFR – Refresher Courses
    e. EMT – Intermediate Original Courses
    f. EMT – Intermediate Refresher Courses
    g. EMT – Intermediate Rapid Refresher Courses
    h. EMT – Critical Care Original Courses
    i. EMT – Critical Care Refresher Courses
    j. EMT – Critical Care Rapid Refresher Courses
    k. EMT – Paramedic Original Courses
    l. EMT – Paramedic Refresher Courses
    m. EMT – Paramedic Rapid Refresher Courses
    n. Instructor Score Only EMT – Basic
    o. Instructor Score Only EMT – Intermediate
    p. Instructor Score Only EMT – Critical Care
    q. Instructor Score Only EMT – Paramedic

Summary Report of Statewide Data – By County

1. Title of Report
2. Testing Period Report Reflects
3. Examination Level of Report
4. Statewide Data Based on Number of Candidates
5. Topic and/or Exam Sub-Section Title
6. Maximum Raw Score
7. Range of Raw Score
8. Average Raw Score
9. Standard Deviation

10. Average Percentage
11. Passing and Failing Counts
    a. Number of Candidates Passing and Failing
        i. Number of Students Taking EMT-Basic Portion
        ii. Percentage of Students that Passed and Failed
        iii. Number of Students Taking Advanced Portion
        iv. Percentage of Students that Passed and Failed
        v. Combined/Overall Number of Students
        vi. Combined/Overall Percentage of Students that Passed and Failed
12. Individual Reports for Course Types:
    a. EMT – Basic Original Coruses
    b. EMT – Basic Refresher Courses
    c. CFR – Original Courses
    d. CFR – Refresher Courses
    e. EMT – Intermediate Original Courses
    f. EMT – Intermediate Refresher Courses
    g. EMT – Intermediate Rapid Refresher Courses
    h. EMT – Critical Care Original Courses
    i. EMT – Critical Care Refresher Courses
    j. EMT – Critical Care Rapid Refresher Courses
    k. EMT – Paramedic Original Courses
    l. EMT – Paramedic Refresher Courses
    m. EMT – Paramedic Rapid Refresher Courses
    n. Instructor Score Only EMT – Basic
    o. Instructor Score Only EMT – Intermediate
    p. Instructor Score Only EMT – Critical Care
    q. Instructor Score Only EMT – Paramedic

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY INTERMEDIATE

ALBANY - SUMMARY BY COUNTY - All Candidates

Tested In 2005

ALBANY COUNTY - DATA BASED ON 3 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	111	97 to 111	105.67	1.94	73.07 %
PREPARATORY	12	8 to 12	10.00	2.00	71.43 %
AIRWAY	11	9 to 11	10.00	1.00	83.33 %
PATIENT ASSESSMENT	11	10 to 11	10.00	0.58	76.92 %
TRAUMA	11	10 to 11	10.00	0.58	71.43 %
MEDICAL/AED	1	1 to 1	1.00	0.00	50.00 %
BASIC EMT	68	58 to 68	64.00	5.29	85.33 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	3	100.0 %	3	100.0 %	3	100.0 %
Number of Candidates FAILING	0	0.0 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	3		3		3	

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY INTERMEDIATE

Course RAPID SUMMARY BY LEVEL

Tested In 2005

ALBANY COUNTY - DATA BASED ON 3 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	111	97 to 111	105.67	1.94	73.07 %
PREPARATORY	12	8 to 12	10.00	2.00	71.43 %
AIRWAY	11	9 to 11	10.00	1.00	83.33 %
PATIENT ASSESSMENT	11	10 to 11	10.00	0.58	76.92 %
TRAUMA	11	10 to 11	10.00	0.58	71.43 %
MEDICAL/AED	1	1 to 1	1.00	0.00	50.00 %
BASIC EMT	68	58 to 68	64.00	5.29	85.33 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	3	100.0 %	3	100.0 %	3	100.0 %
Number of Candidates FAILING	0	0.0 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	3		3		3	

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY PARAMEDIC

ALBANY - SUMMARY BY COUNTY - All Candidates

Tested In 2005

ALBANY COUNTY - DATA BASED ON 4 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	218	205 to 218	210.00	0.73	87.83 %
PREPARATORY	29	26 to 29	27.00	1.41	90.00 %
AIRWAY	10	7 to 10	9.00	1.41	90.00 %
PATIENT ASSESSMENT	5	4 to 5	4.00	0.58	80.00 %
TRAUMA	17	16 to 17	16.00	0.50	94.12 %
MEDICAL EMERGENCIES	37	35 to 37	36.00	0.82	94.74 %
CARDIOVASCULAR	35	29 to 35	31.00	2.75	88.57 %
SPECIAL CONSIDERATIONS	12	11 to 12	11.00	0.58	91.67 %
OPERATIONS	3	2 to 3	2.00	0.58	66.67 %
BASIC EMT	72	69 to 72	71.00	1.41	94.67 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	4	100.0 %	4	100.0 %	4	100.0 %
Number of Candidates FAILING	0	0.0 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	4		4		4	

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY PARAMEDIC

Course RAPID SUMMARY BY LEVEL

Tested In 2005

ALBANY COUNTY - DATA BASED ON 4 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	218	205 to 218	210.00	0.73	87.83 %
PREPARATORY	29	26 to 29	27.00	1.41	90.00 %
AIRWAY	10	7 to 10	9.00	1.41	90.00 %
PATIENT ASSESSMENT	5	4 to 5	4.00	0.58	80.00 %
TRAUMA	17	16 to 17	16.00	0.50	94.12 %
MEDICAL EMERGENCIES	37	35 to 37	36.00	0.82	94.74 %
CARDIOVASCULAR	35	29 to 35	31.00	2.75	88.57 %
SPECIAL CONSIDERATIONS	12	11 to 12	11.00	0.58	91.67 %
OPERATIONS	3	2 to 3	2.00	0.58	66.67 %
BASIC EMT	72	69 to 72	71.00	1.41	94.67 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	4	100.0 %	4	100.0 %	4	100.0 %
Number of Candidates FAILING	0	0.0 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	4		4		4	

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY EMT

ALBANY - SUMMARY BY COUNTY - All Candidates

Tested In 2005

ALBANY COUNTY - DATA BASED ON 15 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	96	64 to 96	80.13	1.12	75.62 %
PREPARATORY	12	7 to 12	9.00	1.35	75.00 %
AIRWAY	11	5 to 11	9.00	1.49	81.82 %
PATIENT ASSESSMENT	6	4 to 6	5.00	0.62	83.33 %
MEDICAL EMERGENCIES	20	9 to 20	15.00	2.40	75.00 %
TRAUMA	34	19 to 34	26.00	3.86	76.47 %
INFANTS/CHILDREN	5	3 to 5	4.00	0.72	80.00 %
OPERATIONS	3	2 to 3	2.00	0.52	66.67 %
CPR	9	4 to 9	6.00	1.39	66.67 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	13	86.7 %	0	0.0 %	0	0.0 %
Number of Candidates FAILING	2	13.3 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	15		0		0	

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY EMT

Course ORIGINAL SUMMARY BY LEVEL

Tested In 2005

ALBANY COUNTY - DATA BASED ON 9 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	82	64 to 82	76.78	1.00	73.49 %
PREPARATORY	12	7 to 12	9.00	1.59	75.00 %
AIRWAY	10	5 to 10	8.00	1.41	72.73 %
PATIENT ASSESSMENT	6	5 to 6	5.00	0.50	83.33 %
MEDICAL EMERGENCIES	18	9 to 18	14.00	2.62	70.00 %
TRAUMA	28	19 to 28	25.00	3.32	73.53 %
INFANTS/CHILDREN	5	3 to 5	4.00	0.83	80.00 %
OPERATIONS	3	2 to 3	2.00	0.53	66.67 %
CPR	8	4 to 8	6.00	1.33	66.67 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	7	77.8 %	0	0.0 %	0	0.0 %
Number of Candidates FAILING	2	22.2 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	9		0		0	

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY EMT

Course REFRESHER SUMMARY BY LEVEL

Tested In 2005

ALBANY COUNTY - DATA BASED ON 6 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	96	78 to 96	85.17	0.80	79.25 %
PREPARATORY	11	8 to 11	9.00	1.03	75.00 %
AIRWAY	11	9 to 11	10.00	0.75	90.91 %
PATIENT ASSESSMENT	6	4 to 6	5.00	0.82	83.33 %
MEDICAL EMERGENCIES	20	14 to 20	15.00	2.14	75.00 %
TRAUMA	34	26 to 34	29.00	2.71	85.29 %
INFANTS/CHILDREN	5	4 to 5	4.00	0.55	80.00 %
OPERATIONS	3	2 to 3	2.00	0.55	66.67 %
CPR	9	5 to 9	7.00	1.55	77.78 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	6	100.0 %	0	0.0 %	0	0.0 %
Number of Candidates FAILING	0	0.0 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	6		0		0	

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY CERTIFIED FIRST RESPONDER

ALLEGANY - SUMMARY BY COUNTY - All Candidates

Tested In 2005

ALLEGANY COUNTY - DATA BASED ON 8 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	45	33 to 45	37.63	0.51	69.05 %
PREPARATORY	4	3 to 4	3.00	0.35	75.00 %
AIRWAY	8	4 to 8	6.00	1.81	75.00 %
PATIENT ASSESSMENT	7	5 to 7	6.00	0.74	85.71 %
CIRCULATION	7	4 to 7	6.00	1.13	66.67 %
ILLNESS/INJURY	11	7 to 11	9.00	1.41	64.29 %
CHILDBIRTH/PEDIATRICS	6	3 to 6	4.00	1.16	66.67 %
OPERATIONS	2	1 to 2	1.00	0.53	50.00 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	6	75.0 %	0	0.0 %	0	0.0 %
Number of Candidates FAILING	2	25.0 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	8		0		0	

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY CERTIFIED FIRST RESPONDER

Course ORIGINAL SUMMARY BY LEVEL

Tested In 2005

ALLEGANY COUNTY - DATA BASED ON 5 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	39	33 to 39	36.20	0.47	64.88 %
PREPARATORY	4	3 to 4	3.00	0.45	75.00 %
AIRWAY	8	4 to 8	5.00	1.64	62.50 %
PATIENT ASSESSMENT	7	5 to 7	6.00	0.84	85.71 %
CIRCULATION	7	5 to 7	6.00	0.84	66.67 %
ILLNESS/INJURY	11	7 to 11	9.00	1.58	64.29 %
CHILDBIRTH/PEDIATRICS	5	3 to 5	3.00	0.89	50.00 %
OPERATIONS	2	1 to 2	1.00	0.55	50.00 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	4	80.0 %	0	0.0 %	0	0.0 %
Number of Candidates FAILING	1	20.0 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	5		0		0	

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY CERTIFIED FIRST RESPONDER

Course REFRESHER SUMMARY BY LEVEL

Tested In 2005

ALLEGANY COUNTY - DATA BASED ON 3 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	45	33 to 45	40.00	0.79	76.02 %
PREPARATORY	4	4 to 4	4.00	0.00	100.00 %
AIRWAY	8	4 to 8	6.00	2.31	75.00 %
PATIENT ASSESSMENT	7	6 to 7	6.00	0.58	85.71 %
CIRCULATION	7	4 to 7	6.00	1.73	66.67 %
ILLNESS/INJURY	11	9 to 11	10.00	1.00	71.43 %
CHILDBIRTH/PEDIATRICS	6	5 to 6	5.00	0.58	83.33 %
OPERATIONS	2	1 to 2	1.00	0.58	50.00 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	2	66.7 %	0	0.0 %	0	0.0 %
Number of Candidates FAILING	1	33.3 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	3		0		0	-

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY PARAMEDIC

BROOME - SUMMARY BY COUNTY - All Candidates

Tested In 2005

BROOME COUNTY - DATA BASED ON 3 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	206	167 to 206	191.00	2.23	77.82 %
PREPARATORY	28	21 to 28	25.00	3.61	83.33 %
AIRWAY	8	5 to 8	7.00	1.73	70.00 %
PATIENT ASSESSMENT	5	5 to 5	5.00	0.00	100.00 %
TRAUMA	15	15 to 15	15.00	0.00	88.24 %
MEDICAL EMERGENCIES	36	28 to 36	33.00	4.62	86.84 %
CARDIOVASCULAR	31	21 to 31	26.00	5.13	74.29 %
SPECIAL CONSIDERATIONS	12	7 to 12	9.00	2.52	75.00 %
OPERATIONS	2	1 to 2	1.00	0.58	33.33 %
BASIC EMT	71	61 to 71	67.00	5.77	89.33 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	3	100.0 %	3	100.0 %	3	100.0 %
Number of Candidates FAILING	0	0.0 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	3		3		3	

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY PARAMEDIC

Course ORIGINAL SUMMARY BY LEVEL

Tested In 2005

BROOME COUNTY - DATA BASED ON 3 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	206	167 to 206	191.00	2.23	77.82 %
PREPARATORY	28	21 to 28	25.00	3.61	83.33 %
AIRWAY	8	5 to 8	7.00	1.73	70.00 %
PATIENT ASSESSMENT	5	5 to 5	5.00	0.00	100.00 %
TRAUMA	15	15 to 15	15.00	0.00	88.24 %
MEDICAL EMERGENCIES	36	28 to 36	33.00	4.62	86.84 %
CARDIOVASCULAR	31	21 to 31	26.00	5.13	74.29 %
SPECIAL CONSIDERATIONS	12	7 to 12	9.00	2.52	75.00 %
OPERATIONS	2	1 to 2	1.00	0.58	33.33 %
BASIC EMT	71	61 to 71	67.00	5.77	89.33 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	3	100.0 %	3	100.0 %	3	100.0 %
Number of Candidates FAILING	0	0.0 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	3		3		3	

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY CRITICAL CARE

CATTARAUGUS - SUMMARY BY COUNTY - All Candidates

Tested In 2005

CATTARAUGUS COUNTY - DATA BASED ON 1 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	179	179 to 179	179.00	0.00	89.74 %
PREPARATORY	17	17 to 17	17.00	0.00	80.95 %
AIRWAY	11	11 to 11	11.00	0.00	100.00 %
PATIENT ASSESSMENT	13	13 to 13	13.00	0.00	100.00 %
TRAUMA	16	16 to 16	16.00	0.00	80.00 %
MEDICAL EMERGENCIES	19	19 to 19	19.00	0.00	90.48 %
CARDIOVASCULAR	20	20 to 20	20.00	0.00	86.96 %
SPECIAL CONSIDERATIONS	14	14 to 14	14.00	0.00	87.50 %
BASIC EMT	69	69 to 69	69.00	0.00	92.00 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	1	100.0 %	1	100.0 %	1	100.0 %
Number of Candidates FAILING	0	0.0 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	1		1		1	

Professional Examination Service, New York NY 10115

For NEW YORK EMS PROGRAM - NY CRITICAL CARE

Course REFRESHER SUMMARY BY LEVEL

Tested In 2005

CATTARAUGUS COUNTY - DATA BASED ON 1 CANDIDATE(S)

Topic Name	Max Raw Score	Range of Raw	Avg Raw Score	Standard Deviation	Average Percent
TOTAL	179	179 to 179	179.00	0.00	89.74 %
PREPARATORY	17	17 to 17	17.00	0.00	80.95 %
AIRWAY	11	11 to 11	11.00	0.00	100.00 %
PATIENT ASSESSMENT	13	13 to 13	13.00	0.00	100.00 %
TRAUMA	16	16 to 16	16.00	0.00	80.00 %
MEDICAL EMERGENCIES	19	19 to 19	19.00	0.00	90.48 %
CARDIOVASCULAR	20	20 to 20	20.00	0.00	86.96 %
SPECIAL CONSIDERATIONS	14	14 to 14	14.00	0.00	87.50 %
BASIC EMT	69	69 to 69	69.00	0.00	92.00 %

	Basic		Advanced		Combined	
PASSING and FAILING Counts	N	%	N	%	N	%
Number of Candidates PASSING	1	100.0 %	1	100.0 %	1	100.0 %
Number of Candidates FAILING	0	0.0 %	0	0.0 %	0	0.0 %
TOTAL Number of Candidates	1		1		1	

Attachment

19

Proctor's Manual of Instructions for the Administration of the New York State Bureau of EMS Written Certification Examinations

Certified First Responder
EMT - Basic
AEMT - Intermediate
AEMT - Critical Care
AEMT - Paramedic

NEW YORK STATE
EMERGENCY MEDICAL SERVICES
EDUCATIONAL SERVICES

Prepared by:

New York State Department of Health
Bureau of Emergency Medical Services
433 River Street Suite 303
Troy NY 12180-2299
(518) 402-0996 (Ext. 1&4)
800-628-0193

Revised: April 2005

"As a proctor for the NYS DOH Bureau of EMS, I do hereby affix my signature verifying that I have read, understand, and agree to abide by the policies as set forth in this manual."

"In addition, to the best of my knowledge, all policies as set forth in this manual have been followed before, during, and after this NYS BEMS written certification exam administration."

_____ _____
Print Name Signature

_____ _____
Date Test Site/Location

Course number(s): _____

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Pre-Examination Activities

Introduction

This manual is designed to orient the proctor(s) to the administrative procedures and security measures required by the New York State Department of Health Bureau of Emergency Medical Services (NYS DOH BEMS) in the administration of the NYS BEMS Written Certification Examinations. In order to ensure that each examination is administered in an efficient and secure manner, it is important that all examination personnel be familiar with the contents of this manual.

This manual contains instructions for the procedures to be carried out during each phase of the exam administration. The manual is divided into three sections: pre-examination activities, activities during the examination, and post-examination activities. The instructions include the following:

- shipment and receipt of examination materials
- administrative procedures for the examination
- maintenance of the security of the examination
- completion of all necessary forms
- return of examination booklets and answer sheets

Should you need more information or have any questions regarding this manual, proctoring or other related items, call the NYS BEMS Examination Coordinator at the exam registration number, 800-628-0193 or 518-402-0996 extension #1 then press # 4. Staff are available to assist you from 9:00am to 5:00pm, Monday through Friday (excluding holidays) and during exam administrations until 9:00 pm.

Shipment and Receipt of Examination Materials

Prior to each examination, the NYS Bureau of EMS will ship the following examination materials to the proctor:

1. Proctor's Manual
2. Examination Answer Sheets
3. Examination Booklets (sealed for security purposes)
4. No. 2 Pencils (***to be used only if the students do not have pencils of their own***)
5. Packing Tape
6. One USPS Priority Flat Rate box with prepaid postage for returning materials to Psychological Services, Inc (PSI)
7. Prepaid mailing label for the Priority Flat Rate box
8. One large manila envelope with a Business Reply Label (no postage necessary) addressed to the NYS DOH BEMS
9. Two small envelopes (usually yellow and green) for returning materials to NYS BEMS. If envelopes are not present, the items to be placed in the envelopes must be placed inside the envelope to be sent to NYS BEMS
10. Examination Roster (2 copies)
11. New York State Proctor's Payment Request Voucher
12. Answer Sheet Inventory Form
13. Certification Examination Inventory Form (CEIF)

These are the only items that you will need to conduct the examination, and to return materials to PSI and NYS BEMS.

Note

Upon receipt of examination materials, immediately open the box and check the contents to be sure all items are included. **If anything is missing, immediately contact the NYS BEMS Examination Coordinator at 800-628-0193 or 518-402-0996 extension #1 then press # 4. Please note that the 800 number is an exam registration line. However, messages may be left regarding proctor issues.**

Preparations for the Examination

1. Immediately upon receipt of the materials, open the box. A Certification Examination Inventory Form (CEIF) will be at the top of the box. The CEIF lists the contents of the box. Check the box to make sure that all listed items, in the correct quantities and correct exam level(s), have been sent. Each exam level has its own colored booklet. If more than one color is present for an exam level, notify the NYS BEMS immediately. Each exam level will have its own unique Test Code on the front of each exam booklet. This code number will be the same number for all the booklets for that particular exam level. If you find that there is more than one Test Code for an exam level, contact the NYS BEMS immediately.

2. Complete the inventory of materials. ***If there are any problems with the materials, immediately contact the NYS BEMS Examination Coordinator at 800-628-0193***. If you get the voicemail, leave a message with your name, the date of the exam and the course number (from the box label or the CEIF). If you are missing any items, please let us know exactly what is needed (item and quantity). Also, please leave a daytime telephone number where we can contact you to make arrangements for you to receive the missing items.

3. Prior to the date of the exam administration, **carefully read through this entire proctor's manual.** Please pay particular attention to the instructions that are read aloud to the students with regard to completing and coding the answer sheets. On the night of the examination, you will need to provide the students with the proper amount of time. Refer to the chart on Page 17 for the amount of time that is to be provided for the different exam levels. The level of the examination you are proctoring can be found on the CEIF.

4. Call the Certified Instructor Coordinator (CIC) at least 5 days before the examination. Use the phone numbers found on the CEIF. Tell the instructor that you have been assigned to proctor their exam. Confirm with the CIC that the location of the exam is the same as is listed on the CEIF. **If there are any changes to the location or you are unable to contact the CIC, call NYS BEMS at 800-628-0193.**

Maintenance of Examination Security

When you have checked the shipment of examination materials and determined that it is complete, place the examination materials in a locked place to which no unauthorized person has access.

Proctors are reminded of the importance of safeguarding the confidential nature of the examination before, during and after the test administration. In addition to locking the examination materials in a safe place when not in use, please observe the following safety measures:

1. Unless there is a question of a defective (i.e. damaged, unsealed, etc.) booklet, proctors are not to view the contents of any examination booklet at any time. During the examination session, only students who are registered for the examination are to see the contents of the examination booklets. ***The Certified Instructor Coordinator (CIC) may not view an examination booklet at any time*.**

2. No one is allowed to duplicate or retain any portion of the examination. No one is allowed to leave the examination room with examination materials (i.e., exam booklet, answer sheet, etc).

3. Note taking during the examination is absolutely prohibited.

4. Students should have no more than one examination booklet and one answer sheet in their possession during the examination session (i.e. no scrap paper, no calculators). Defective booklets and answer sheets should be replaced at once. Extra exam materials are included with each shipment to ensure sufficient quantity. Please secure these materials prior to the beginning of the examination.

5. After the exam administration, examination booklets and answer sheets must be counted to make certain that the students have returned all examination materials and no items are missing.

6. After the returned examination materials have been counted, repack them according to the checklist on the last page of this manual.

7. Proctors must return examination materials to PSI and the NYS BEMS no later than the next business day after the examination administration. Failure to do so will result in a delay in the processing of examination scores and may result in a delay in students receiving their grades as well as proctor payments being denied or delayed.

Activities During the Examination

Administration of the Examination

1. **Arrive on time.** Proctor(s) should arrive at the examination site at least 30 minutes prior to the student's scheduled reporting time to check all necessary arrangements and to make sure that all preparations are complete for administration of the examination. The examination is scheduled to begin at 7:00pm. Students are requested to report to the examination site 15 to 30 minutes prior to the start of the examination. Students at On-Site Scoring locations are scheduled to report to the examination site at 6:00 p.m.

2. **Establish contact with the CIC.** The CIC is there to make sure the facility is proper and usable, to identify students for you, to assist in class control, and to provide you with documents. **You, the proctor, outrank the CIC regarding any decisions relating to the administration of the examination.**

3. **Check the examination site for proper testing conditions.** The physical environment for the examination should create among the students, a generally favorable attitude toward the examination, thereby increasing their comfort and helping them to do their best work. In order to accomplish this, there should be:

    a) a place to check coats, hats and books;
    b) good lighting, ventilation, and freedom from outside noises;
    c) adequate writing surfaces, without the students sitting too close to each other (students should not be able to easily view another student's examination materials);
    d) comfortable chairs;
    e) a chalkboard (if possible);
    f) a large clock (if possible);
    g) access to a water fountain and restroom facilities, and;
    h) a proctor's table for registering students and administering the exam.

    If these conditions are not present, ask the CIC to correct the situation. If the CIC is unable to correct the improper conditions, **DO NOT START THE EXAM**; call the NYS BEMS Examination Coordinator at 800-628-0193 for further instructions.

4. **Accept paperwork from the CIC.** The CIC is expected to give you course documents including a:
   - completed and signed Final Practical Skills Examination Summary Sheet (DOH-2733);
   - Class list;
   - completed Students Ineligible to take the State Certifying Examination form (DOH-79) and;
   - Medical Director's Certification of AEMT Course Completion (for all advanced EMT courses) (DOH-3379).

   Also, the CIC is expected to leave you any Student Examination Tickets for eligible students who do not arrive to take the exam. Accept any and all items the CIC gives you to be sent to the NYS DOH BEMS.

5. **Establish a registration area and begin registration.** The registration area should be a desk or table at the front of the room. The work area should be large enough to accommodate the rosters and other exam materials. There should be a seat for you and you must have full view of all students from this area.

   As you begin registration, ask the CIC to stand-by to verify the identity of each student. Call the students up to the registration area, one at a time. Use the names as printed on the roster. If a student does not appear on the roster the student must not be allowed to take the exam. **Instructors and proctors are <u>NOT</u> authorized to add a name to the roster.** Call the NYS BEMS Examination Coordinator at 800-628-0193 for further instructions.

   As the student approaches the registration area, the proctor must:

   Check the Student Examination Ticket. <u>NO STUDENT MAY TEST OR PROCEED PAST THIS POINT UNLESS HE/SHE HAS A VALID STUDENT EXAMINATION TICKET AND HIS/HER NAME IS PREPRINTED ON THE ROSTER</u>. The Student Examination Ticket must be an original (blue card). Photocopies and fax copies are unacceptable unless accompanied by a letter signed by the NYS BEMS Examination Coordinator (see sample in Appendix A). Photocopied or faxed tickets must be stamped with an "Approved by Department of Health" stamp.

Ask the student to present photo ID.

Make sure the name matches the name on the photo ID and on the examination roster. Have the student validate the information on the front of the blue ticket, advise them they must read the Security Agreement on the back, and have him/her sign the ticket in your presence. If it is already signed, have the student sign it again and date it. The student will keep his/her Student Examination Ticket until the end of the examination.

- ✱ **If the student refuses to sign the blue ticket/Security Agreement, advise the student that he/she will not be allowed to take the examination at this time. Advise the student that he/she must leave the testing facility and that the NYS Bureau of EMS will contact him/her within 4 – 6 weeks.**
- ✱ Write the words "**Refused To Sign**" on the line for the candidate's signature, fill-in the date, and the student identification number.
- ✱ Place any "Refused To Sign" tickets on top of all other tickets.

- **Check the student "In" on both copies of the examination roster.** Have the student sign their name on one copy of the course roster in the column marked "comments." Under "Check In", place the time the student signed the roster to check in.

- **Issue the student an examination booklet and answer sheet.** If you are proctoring more than one examination level during a single administration, make sure each student receives the correct level exam booklet. A pencil may be given to a student if he or she does not have one.

- **Instruct the student to take a seat and not open their test booklet or mark their answer sheet until instructed to do so.** The students should be seated so that they are separated from each other by at least one seat. Students are to have no materials on the table/desk or visible, other than those provided by the proctor. Notes, papers, books and calculators are not permitted.

Make the announcement that all pagers, cell phones, radios, or any other type of communication devices are to be turned off and not visible during the examination.

6. If a student states that they have been granted an Americans with Disabilities Act accommodation, request to see their official letter, issued by the NYS Bureau of EMS. The letter will identify the specific accommodations granted.

   At this time, we do not grant permission to have anyone other than the student read or mark the examination answer sheet. If there is any doubt, as to whether or not the student has been granted an accommodation, contact the NYS BEMS immediately at 800-628-0193.

7. Under no circumstances will the proctor administer an examination to a candidate who is a member of their own family. Under no circumstances will the proctor administer an examination to a class where the CIC is a member of their own family. If a family member is one of the students or the CIC contact the NYS BEMS immediately.

8. **Call for the attention of the group and read the instructions on the following pages aloud to the students.** The instructions to the students are found within the following outlined boxes. **Do Not** alter the wording. Pause between procedural directions to give the students enough time to carry them out. **Instructions to proctors are in bold and are not to be read to the students.**

PROCTOR

Remind students throughout the reading of these instructions that they MUST be careful to assure that they fill-in the correct bubbles on their answer sheet!!

READ THE FOLLOWING INSTRUCTIONS ALOUD ON PAGES 13 - 17

This is the New York State Emergency Medical Services Written Certification Examination. There are several regulations, which are to be observed during this examination. Smoking is not permitted. The seat in which you are now sitting will be your permanent place throughout the examination. Students must complete this examination without reference to any other materials and without assistance from any other person. No other papers or calculators are allowed during this examination. You may write in the examination booklet if necessary. Note taking during the examination is absolutely prohibited. No one is allowed to duplicate, retain, or distribute in any format any portion of the examination. You will not give or receive assistance while taking this exam, including the use of unauthorized notes. All communication devices must be turned off and placed in a location, which it is not visible to you during the exam. Only one person may be excused from the room at a time. If you wish to leave the room, you must leave your examination materials with me before doing so. Raise your hand and I will call you to the proctor's table one at a time to turn in your examination materials. Failure to adhere to these rules may result in expulsion from the examination.

Use extreme caution when filling in the bubbles on your answer sheet. Make sure you are filling in the correct bubble!! If you fill in the wrong bubble, your scores may be delayed or incorrect.

Proctor: Explain where the restrooms and water fountain are located, advise students of the smoking regulations, etc., and make any necessary adjustments in seating.

Proctor: A sample of a correctly completed answer sheet is presented in the Appendix D of this manual.

When recording information on your answer sheet, you must comply with the following instructions in order to assure proper scoring of the examination.

1. Use only a number 2 pencil. If you use any other marking instrument, your answers cannot be scored.
2. Your answers must be dark pencil marks, completely filling in the circles.
3. Completely erase any marks you wish to change.
4. Do not leave smudges on the answer sheet.
5. Do not make marks in the column of black lines along the side of the answer sheet.
6. **Be sure to fill in the correct circle. If you fill in the wrong circle, there will be a delay in you receiving your grade**.
7. Do not bend or fold any part of your answer sheet.

You should now have in front of you an answer sheet, a sealed test booklet, a number 2 pencil and your signed student examination ticket. Please fill in your answer sheet following the instructions I will now read to you:

In the upper left-hand side of the answer sheet in the area where the last name is indicated, print your last name in the boxes provided. Place only one letter in a box. If you have a hyphen in your name, leave a blank space where the hyphen should be. Print your first name in the next set of boxes. If there are not enough boxes for your name, use the first 8 letters of your name only. Print your middle initial exactly as it appears on the examination ticket in the next box. If your examination ticket shows a designation such as junior, senior, second (II), or third (III), do not place it on the answer sheet. If your entire name does not fit in the boxes provided, make sure that your last name is complete. Your first name can be abbreviated by using the first 8 letters only. When you have done this, go back to the first box where you wrote the first letter of your last name. In the column beneath that box fill in the circle containing the same letter as the first letter of your last name. Continue to fill in the circles that correspond to the remaining letters in your name. Where a box has been left blank, make no mark.

In the area provided for "ID Number", write the numbers of your identification number as printed on your student examination ticket. Write one number in each box. When you have done this, go back to the first box and fill in the circle containing the same number as the first digit in your identification number. Continue filling in the circles that correspond to the succeeding numbers. Zeros must be treated like any other number. Please write your identification number on the cover of your test booklet in the space provided.

In the area provided for "Date of Birth", fill in the circle next to the month in which you were born. Write the two digits corresponding to the day and the last two digits of the year of your birth. When you have done this, go back to the first box and fill in the circles corresponding to the day and year of your birth. Check your year of birth to make sure it is correct. Be sure not to make a mistake and put the current year. Zeros must be treated like any other number.

Proctor: Please provide the students with today's date.

In the area provided for the "Test Date", fill in the circle next to the month you are taking this exam. Place a digit in each box for the day and then the year for which you are taking this exam. Continue filling in the circles that correspond to the succeeding numbers. Zeros must be treated like any other number.

In the area provided for "Test Code", write in the seven-digit test code that is found on the cover of your examination booklet. Write one number in each box. When you have done this, go back to the first box and fill in the circle containing the same number as the first digit in your test code. Continue filling in the corresponding circle under each succeeding number. Zeros must be treated like any other number.

In the area provided for the "Test Center", print the location of this testing facility where you are taking the exam. **(PROCTOR: the proper test site name can be found on the Certification Examination Inventory Form. Read this to the students.)**

In the area provided for "Test Level", fill in the circle next to the exam level you are taking.

The examination consists of objective questions of the multiple-choice type with four responses. One and only one of the responses is correct. Take your time to read each question thoroughly and completely before choosing your response. There is no penalty for guessing, therefore it is to your advantage to answer every question since the final score will be the number of questions marked correctly. You will not receive credit for any questions for which you indicate more than one answer. If you skip a question to return to it later, be sure you also skip the appropriate answer space on your answer sheet.

If you finish the examination prior to the allotted time, you may leave after turning in your examination materials. When you have completed the examination, raise your hand and I will call you up to the proctor's table one at a time to return your test booklet, answer sheet, student examination ticket and pencil (if it was provided by me). Do not leave until I have reviewed your examination materials, you have signed the second copy of the exam roster, and I have given you permission to leave.

I may answer any questions about examination procedure, but I cannot interpret the content of any question for you. No one else, including your instructor are allowed to assist you during the exam. Are there any questions at this time?

You will have a total of ____ hours to complete the examination. I will either announce or write on the chalkboard the period of time left in the examination period at various intervals throughout the examination. The time is now ___ and you will have until ____ to complete the examination.

You may now break the seal on the examination booklet and begin.

Proctor: Start timing from this point, announce the time and when the examination will be over. Determine the amount of testing time from the chart below:

Examination Title	Time
Certified First Responder	**1 and 1/2 hours**
EMT-Basic	**2 and 1/2 hours**
EMT - Intermediate	**3 hours**
EMT - Critical Care	**4 hours**
EMT - Paramedic	**4 hours**

Once the students have begun taking the examination, please follow the instructions below:

1. The proctor may not leave the testing area at anytime.

2. As students finish their exam, the proctor must place all excess booklets back into the box. **Do not leave any excess booklets on the table!**

3. When candidates turn-in their examination materials, the proctor must visually check to: see that all students have written their identification information correctly; have filled in the appropriate circles corresponding to their examination identification numbers; and are marking their answers in the correct manner. The proctor should be as quiet as possible to avoid disturbing the students while doing so.

4. The proctor must monitor the group to make sure that proper testing procedures are being followed. When a student asks a question pertaining to the content of a specific item, the proctor should avoid the question tactfully with a statement such as "I'm sorry but I cannot help

you with that. Read it carefully again and perhaps you will see what is meant." If a student appears to have found a printing error in an item, such as a choice that has been omitted, the proctor should make a general announcement to the students, telling them to answer the item to the best of their ability. If a student finds an entire item omitted in the examination booklet, make a general announcement that the item should be skipped on the answer sheet and all students will receive credit for the missing item. After the examination, call the NYS BEMS Examination Coordinator at 800-628-0193 to report the error.

5. The best way to handle cheating is to prevent it. Adequate spacing between students will limit the possibilities of talking or looking at another student's answer sheet. If the proctor should notice a student constantly looking at another student's paper, the proctor must make an announcement that there is to be "no talking" and to "keep your eyes on your own paper." The proctor or assistant proctor should stand near the suspected cheater to let him/her know that he/she is being observed. These methods usually succeed. However, if the activity persists and/or you notice behavior or other evidence of cheating, confiscate the student's testing materials, Student Examination Ticket, and any reference items and dismiss the student from the testing facility.

   The proctor should also monitor the students to make sure that the only materials they have on their desks are their examination materials (i.e., exam booklet, answer sheet, Student Examination Ticket, and pencil). If you find a student referring to unauthorized materials, confiscate the student's testing materials, Student Examination Ticket, and the reference items. Dismiss the student from the examination.

   In any case of cheating, notify the NYS BEMS Examination Coordinator at 800-628-0193 at the conclusion of the examination. In addition, you must fax a written report of the situation within 24 hours following the exam to the NYS BEMS Certification Unit at 518-402-0985. Please make sure to affix your signature to the report. Should the student be reluctant to leave, ask the CIC to escort the student from the examination site.

5. The proctor will disqualify and dismiss from the written certification examination site any candidate:
    - Who arrives more than 30 minutes late to the examination site
    - Whose actions are distracting or disruptive to the examination process (i.e. use of cell phone, PDA, pagers, etc. despite warnings by proctor)
    - Who "assists" or "facilitates" another candidate or candidates in the examination process
    - Who talks with other candidates during the exam.

6. The proctor should periodically indicate the time remaining for the examination. This can be accomplished by either writing the amount of time remaining on a chalkboard or by announcing it verbally. Every half-hour is more than sufficient. The CIC of the course will be available to assist the proctor. The other course instructors must not be present at the examination. The CIC is not allowed to discuss anything with the students during the administration of the examination.

7. **The examination must be administered to all students under uniform conditions. There should be no deviation from the usual exam administration procedures. Under no circumstances should any part of the examination be read orally to a student, nor should a student's answer sheet be filled out by anyone other than the student.**

8. Late arrivals may be tested at the discretion of the proctor only if they arrive less than 30 minutes after the examination starts. Only allow a tardy candidate to test if he/she clearly understands that he/she will not receive any extra time. If you decide not to allow a tardy candidate to test, ask him/her to contact NYS BEMS at 800-628-0193 on the next business day following the examination to reschedule for another examination date. Should the student be reluctant to leave, ask the CIC to escort the student from the examination site.

9. At the end of the examination period, when time is up, the proctor must make the following announcement:

Please stop, your time is up, close your examination booklet, put down your pencil, and wait for my signal to call you up to my table.

Procedures at the End of the Examination

At the end of the examination period, the examination booklets, answer sheets, Student Examination Tickets and pencils (if provided to the student by the proctor), must be collected by the proctor. In order to maintain strict examination security, the proctor must put each examination booklet into the box as soon as it is returned. Do not allow the returned booklets to accumulate on the table. The proctor must make sure that all examination booklets, Student Examination Tickets and answer sheets are returned and accounted for. The proctor must count the answer sheets and record the number of answer sheets being returned on the Answer Sheet Inventory form (a sample Answer Sheet Inventory form is included in the Appendix E of this manual). In addition, the proctor must record the number of test booklets received and the number of booklets to be returned on the Test Booklet Inventory form.

As each candidate is signaled by the proctor to return his/her examination materials, the proctor must:

1. Collect the exam booklet, answer sheet and pencil (if provided by the proctor).

2. Make sure that the student has completed all the grids on the answer sheet and filled in the corresponding circles.*

3. Check to see that the student has written his/her identification number on the front cover of the exam booklet.*

4. Collect the Student Examination Ticket. The ticket must have been signed.

5. Have the student sign the other copy of the examination roster. In the "Check Out" box, write in the time the student signs out on the roster.

6. Instruct the student to leave quietly.

If a student asks when they will receive the results of the examination, inform them they will receive notification from NYS BEMS within the next 6 weeks. Advise them **not** to call the NYS BEMS to request results.

***Note:** **If any information is not filled in or is filled in incorrectly, ask the student to complete or correct the information in front of you. The students must not be allowed to add any answers to the answer sheet at this time.**

Post-Examination Activities

Procedures for returning examination materials to PSI

All examination materials must be returned immediately or on the first day the Post Office is open after the examination administration. Proctor payment may be denied or delayed if the materials are not postmarked the next business day following an administration.

PLEASE READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY:

Place all of the PSI items into the PREPAID USPS Flat Rate Priority Box provided to you. All items will be placed together in this box (the answer sheets do not need to be sent separately).

Place all of the items in the USPS box in the order outlined in appendix I found at the end of this manual:

UNUSED ANSWER SHEETS DO NOT GO IN THIS BOX!!!
PLACE THEM IN THE MANILA ENVELOPE TO NYS BEMS!!!

Place the completed CEIF on top of these materials. The bottom of the CEIF must be completed to reflect the booklets received and returned. Sign the bottom of the CEIF form to authenticate the document. Any discrepancy in the number shipped must be explained.

Seal the Flat Rate Priority box using the sealing tape that was provided. Affix the prepaid mailing label to the box. The return address on the prepaid label should be the address for PSI. If the return address is missing, please write-in the same address for PSI that the box will be mailed to. Affix the Delivery Confirmation Label to the lower left hand corner of the box. **Retain this receipt and place the receipt in the manila envelope that is sent back to the NYS BEMS**.

You will need to bring the PREPAID Flat Rate Priority Box to the Post Office for mailing. No postage is necessary since it has been prepaid by PSI. All items will be returned together in this one box.

PSI
3210 E Tropicana
Las Vegas, NV 89121
Course # 015223

NO POSTAGE STAMP NECESSARY
POSTAGE HAS BEEN PREPAID BY

PSI
3210 E Tropicana
Las Vegas, NV 89121

Course# 085000, 085001

If you are proctoring exams for more than one course of the same level, place the completed answer sheets for both courses in the same flat rate priority box. Write the course number(s) in the lower left corner on the prepaid mail label.

Note: If you are proctoring at a Regional Test Site, write the Site number on the label.

Procedures for returning examination materials to the Bureau of EMS

1. Prepare the plain manila envelope that is addressed to the New York State Department of Health Bureau of EMS as follows:

   a) Place all "unused" answer sheets in the manila envelope and the Delivery Confirmation Label receipt.

   b) **Tear off the completed front signature page from the Proctor's Manual and place inside the manila envelope.**

   c) **Fill out the Payment Voucher** (see sample in Appendix G for non-NYS employees or Appendix H for NYS employees). The proper fees are located in Appendix F.

d) **Put the payment voucher into the small yellow envelope labeled "Payment Voucher"**.

e) **Place the following items in the small green envelope**.
- One copy of the Examination Roster
- The signed Student Examination Tickets
- Any refusal to sign Student Examination Tickets
- Any unsigned Student Examination Tickets for eligible students who did not attend the examination. These tickets should have been given to you by the CIC.

f) Place the small envelopes (usually yellow & green) into the plain manila envelope. Put any other items the CIC may have given you in the manila envelope. Take all items, (the flat rate priority box, the examination materials and the manila envelope) to the Post Office for mailing.

Additional instructions regarding the return of these materials are presented below:

I. **THE FLAT RATE PRIORITY BOX.** No postage is necessary; it has been prepaid by the Psychological Services Inc. (PSI). <u>If a postal employee asks for payment for this box, point out that the postage has been prepaid by PSI's corporate account number.</u> If the postal employee still will not accept the box, call NYS BEMS at 800-628-0193 for further instructions.

II. **THE MANILA ENVELOPE ADDRESSED TO THE BUREAU OF EMS CERTIFICATION UNIT.** You will ***<u>no longer</u>*** need to present this envelope to the postal employee for weighing and application of postage. This manila envelope has a Business Reply Label from the Post Office affixed to the envelope. You simply hand it over to the Post Office without paying any additional postage. The Post Office will automatically charge the special permit number on the label for any postage costs for this manila envelope. The postage for the flat rate priority box has been prepaid by PSI.

Appendix A

Sample Photocopy/Fax
Duplicate Student Examination Ticket

New York State Bureau of Emergency Medical Services

433 River Street, Suite 303, Troy, NY 12180-2299

Duplicate Student Examination Ticket

John Doe

This is the duplicate Student Examination ticket that you requested. You must bring this ticket and photo identification (such as a drivers license) to the exam site.

Exam Level: AEMT3

NAME	IDENTIFICATION NUMBER	DATE OF BIRTH	EXAM MONTH	COURSE LEVEL
John Doe	111111-1-111111	10/10/1980	01/22/2004	AEMT3

Instructions to candidate: This ticket will admit you to the Emergency Medical Technician or Advanced Emergency Medical Technician written examination you are scheduled to take. **DO NOT** go to any other examination site. You **MUST** have this ticket with you to take the examination.

Candidate must read the security statement below prior to signing

John Doe
Peter Rabbit Lane
Mystery, NY 11111

CANDIDATE MUST SIGN THE SECURITY STATEMENT IN THE PRESENCE OF THE EXAM PROCTOR PRIOR TO RECEIVING ANY EXAM MATERIALS.

I HAVE READ THE FOLLOWING PSI/NYS DOH BUREAU OF EMS SECURITY AGREEMENT AND CONSENT TO TAKE THE CERTIFICATION EXAMINATION UNDER THE CONDITIONS STATED HEREIN:

- I WILL NOT GIVE OR RECEIVE ASSISTANCE WHILE TAKING THIS TEST, INCLUDING THE USE OF UNAUTHORIZED NOTES.
- I WILL NOT COPY OR DISTRIBUTE, IN ANY FORMAT, THE CONTENTS OF THIS TEST.
- I WILL MAINTAIN THE CONFIDENTIALITY OF THIS TEST.
- I WILL NOT HAVE IN MY POSSESSION A CELL PHONE, PAGER, ANY OTHER TYPE OF COMMUNICATION DEVICE, OR ANY OTHER UNAUTHORIZED MATERIALS.

I UNDERSTAND THAT VIOLATING THE CONFIDENTIAL NATURE OF THE CERTIFICATION TEST CAN RESULT IN SEVERE CIVIL AND/OR CRIMINAL PENALTIES, INVALIDATION OF TEST SCORES, REPORTS TO ANY AUTHORIZED AGENCY, SUSPENSION OR REVOCATION OF NYS BEMS CERTIFICATIONS, AND/OR CHARGES LEVIED THROUGH THE NYS DEPARTMENT OF HEALTH BUREAU OF EMS.

Note: If a candidate refuses to consent to the conditions of this Security Agreement, the proctor will notify the candidate that he/she will not be allowed to take the examination. PSI Headquarters and the NYS DOH BEMS will be so informed. This form will be retained as a permanent part of the course and candidate's files.

By signing this agreement I affirm that I have successfully completed all certification course requirements as per NYS DOH BEMS regulations to be eligible for NYS certification. I also affirm that I have successfully completed the required NYS Final Practical Skills Examination to be eligible for the NYS Written Certification Exam for which I am about to take. I attest that I am the named individual printed above on this ticket, that this information may be verified, and that attempting to take a test for someone else will result in disqualification and possible criminal charges.

Candidate Signature _____ Date _____

MUST BE SIGNED ONLY IN FRONT OF THE PROCTOR

Appendix B

Sample Delivery Confirmation
Label/Receipt

Front of Delivery Confirmation Receipt

United States Postal Service®
DELIVERY CONFIRMATION™

U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

(Please Print Clearly)

DELIVERY CONFIRMATION NUMBER: 0303 3430 0000 0659 4596

Postmark Here

POSTAL CUSTOMER:
Keep this receipt. For inquiries:
Access internet web site at
www.usps.com®
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)

- ☐ Priority Mail™ Service
- ☐ First-Class Mail® parcel
- ☐ Package Services parcel

(See Reverse)

PS Form 152, May 2002

Back of Delivery Confirmation Receipt

USPS® Delivery Confirmation™ Service

This Service

- provides date and time of delivery and/or attempted delivery upon inquiry
- Is only available with Priority Mail Service™, First-Class Mail® parcels, and Package Services parcels (Parcel Post, Bound Printed Matter, Media Mail, and Library Mail)
- A parcel is a box OR an item that is more than 3/4" thick at its thickest point. The face must be large enough for return and delivery address, special service label, markings or endorsements, and postage.

No insurance coverage is provided. If indemnity coverage is desired, consider Insured Mail, or other special service that provides coverage. Contact your local postmaster for information concerning available options and limitations on coverage.

HOW TO USE:

1. COMPLETE FORM NEATLY

2. ATTACH LABEL TO THE LEFT OF DELIVERY ADDRESS

PS Form 152, May 2002

Appendix C

Certification Examination Inventory Form (CEIF)

New York State Department of Health - Bureau of Emergency Medical Services
433 River Street, Troy, New York 12180-2299 *Test Nights - 1-800-628-0193*

Certification Examination Inventory Form

IMMEDIATELY UPON RECEIPT, please check the box for the following contents:

- ☐ Correct number and type of examinations
- ☐ Examination Inventory Form (this form)
- ☐ Sufficient number of answer sheets
- ☐ Answer Sheet Inventory Form (yellow)
- ☐ Student roster for this course
- ☐ Proctor payment voucher
- ☐ Yellow envelope
- ☐ Proctor's Manual
- ☐ Large envelope to NYS DOH
- ☐ Express Mail envelope to PES
- ☐ Green envelope
- ☐ Blue insurance sticker
- ☐ Box return mailing label
- ☐ One box of pencils
- ☐ Packing tape

If any items are missing, please call the EMS office at 518-402-0996, extension 1 and then extension 4 ***PRIOR TO THE EXAM DATE.***

Please contact the Instructor and Examination Site in advance to confirm the location and any arrangements for this examination.

Exam Information

Exam Date:	12/16/2004
Exam Start Time:	7 00 P.M.
Exam Level:	Critical Care - Original
Course Number:	024136
Total Students:	6
Exam Booklet Code:	2743701

Instructor Information

Instructor Name:	David Simmons
Work Phone:	(607)222-0036
Home Phone:	(607)865-4814

Test Site Location

Class Location:	Delaware County Public Safety Building
Address:	280 Phoebe Lane Delhi, NY 13753
County:	Delaware

Number of Examination Booklets Shipped: _____ Initials _____

To be Completed by the Proctor

Number of Exam Booklets received: _____

Number of Exam Booklets returned: _____

Appendix D

Sample Answer Sheet

NYS Bureau of EMS Answer Sheet

LAST NAME: JOHNSON

FIRST NAME: ANDREW

MI: G

ID NUMBER: 059416-1264839

DATE OF BIRTH: Jan / Feb / Mar / Apr / May / Jun / Jul / Aug / Sep / Oct / Nov / Dec — DAY 06 — YEAR 81

TEST DATE: Jan / Feb / Mar / Apr / May / Jun / Jul / Aug / Sep / Oct / Nov / Dec — DAY 20 — YEAR 05

TEST CODE: 2743681

TEST CENTER: LaGuardia Comm. Col.

TEST LEVEL:
- Cert. First Response
- EMT (Basic)
- EMT - Intermediate
- EMT - Critical Care
- EMT - Paramedic

psi

1.		43.		85.		127.		169.		211.	
2.		44.		86.		128.		170.		212.	
3.		45.		87.		129.		171.		213.	
4.		46.		88.		130.		172.		214.	
5.		47.		89.		131.		173.		215.	
6.		48.		90.		132.		174.		216.	
7.		49.		91.		133.		175.		217.	
8.		50.		92.		134.		176.		218.	
9.		51.		93.		135.		177.		219.	
10.		52.		94.		136.		178.		220.	
11.		53.		95.		137.		179.		221.	
12.		54.		96.		138.		180.		222.	
13.		55.		97.		139.		181.		223.	
14.		56.		98.		140.		182.		224.	
15.		57.		99.		141.		183.		225.	
16.		58.		100.		142.		184.		226.	
17.		59.		101.		143.		185.		227.	
18.		60.		102.		144.		186.		228.	
19.		61.		103.		145.		187.		229.	
20.		62.		104.		146.		188.		230.	
21.		63.		105.		147.		189.		231.	
22.		64.		106.		148.		190.		232.	
23.		65.		107.		149.		191.		233.	
24.		66.		108.		150.		192.		234.	
25.		67.		109.		151.		193.		235.	
26.		68.		110.		152.		194.		236.	
27.		69.		111.		153.		195.		237.	
28.		70.		112.		154.		196.		238.	
29.		71.		113.		155.		197.		239.	
30.		72.		114.		156.		198.		240.	
31.		73.		115.		157.		199.		241.	
32.		74.		116.		158.		200.		242.	
33.		75.		117.		159.		201.		243.	
34.		76.		118.		160.		202.		244.	
35.		77.		119.		161.		203.		245.	
36.		78.		120.		162.		204.		246.	
37.		79.		121.		163.		205.		247.	
38.		80.		122.		164.		206.		248.	
39.		81.		123.		165.		207.		249.	
40.		82.		124.		166.		208.		250.	
41.		83.		125.		167.		209.		251.	
42.		84.		126.		168.		210.		252.	

LP 3061

Appendix E

Sample Answer Sheet Inventory Form

PSI EXAMINATION SERVICES
3210 E Tropicana
Las Vegas, NV 89121

ANSWER SHEET INVENTORY

Please complete this form IMMEDIATELY **after collecting all answer sheets from candidates. Sign both front and back. Return in the Flat Rate Priority Mailing Box along with the answer sheets and all other materials.**

Examination Location: _____

Examination Date:_____

Answer Sheet	# of Candidates	Number of Marked Answer Sheets	Number of Signatures on Rosters
Test Code Number ___ ___ ___ ___ ___ ___ ___			
Test Code Number ___ ___ ___ ___ ___ ___ ___			
Test Code Number ___ ___ ___ ___ ___ ___ ___			
Test Code Number ___ ___ ___ ___ ___ ___ ___			
Test Code Number ___ ___ ___ ___ ___ ___ ___			

Does the number of used answer sheets equal the number of used books. Please circle one: YES NO

ROSTERS AND THIS FORM MUST BE INCLUDED WITH RETURN SHIPMENT

Name of Chief Examiner_____ Signature of Chief Examiner_____

Name of Proctor_____ Signature of Proctor_____

IMPORTANT: Please fill out the back of this form if there are damaged answer sheets or other special circumstances affecting the answer sheets.

ANSWER SHEET DAMAGE REPORT

PLEASE COMPLETE BOTH SIDES OF THIS FORM
AND
ENCLOSE WITH ANSWER SHEETS

SPECIAL CIRCUMSTANCES AFFECTING ANSWER SHEETS

Important: If any answer sheet needs special attention because of damage, recopying, or other out-of-the-ordinary circumstances, identify them below.

Candidate ID Number	Candidate Name	Description of Problem

	Please an *X* in the box at the left if there are **NO** special problems with the answer sheets.

Signed:_____

Appendix F

Proctor Payment chart

Proctor Payment chart

Certification Level	Examination Time	Base Rate	ADA Extended Rate	Two Examinations per Test	Three Examinations Per Test
CFR	1.5 hours	$50.00	$70.00	$55.00	$60.00
EMT-Basic	2.5 hours	$70.00	$90.00	$75.00	$80.00
EMT-Intermediate	3.0 hours	$80.00	$100.00	$85.00	$90.00
EMT-Critical Care	4.0 hours	$90.00	$100.00	$95.00	$100.00
EMT-Paramedic	4.0 hours	$90.00	$100.00	$95.00	$100.00
On Site Coordinator	5.0 hours	$120.00	NA	NA	NA
On-Site Proctor	4.0 hours	$90.00	NA	NA	NA
Regional Test Site Coordinator	4.0 hours	$90.00	$100.00	NA	NA
No show of student or examination cancelled		$50.00	$50.00		
Travel for more than 35 miles one way		$0.405 per mile (non-State employees only)			

Notes: When testing more than one course, with more than one level (ie. CFR and EMT) your payment will be based on the amount for the highest level tested.

When testing more than 3 courses, add $5.00 for each additional course (example: 4 courses $65.00, 5 courses $70.00).

Appendix G

Sample Proctor Payment Voucher
[For Non-State Employees]

New York State Department of Health
Bureau of Emergency Medical Services
433 River Street, 6th Floor
Troy, NY 12180

NEW YORK STATE'S
EMERGENCY MEDICAL SERVICES
PEOPLE WHO CARE

Proctor's Payment Request

PLEASE PRINT OR TYPE. USE BLACK BALLPOINT PEN ONLY AND PRESS HARD.
For more details on how to fill this form out, see Proctor's Manual or attached sheet.

Name: John Doe
Address: 1000 Main Street
City: Anytown | State: New York | Zip: 12345
Telephone Number: (518) 555-1234 | Social Security Number: 012-34-5678

Date of Examination: 01 / 20 / 2005 | Time of Examination: 7:00 ☐ AM ☒ PM
Location of Examination: Anytown Community College
No. For Courses Being Examined: 1st Course No. 015022 2nd Course No. ____ 3rd Course No. ____
Type of Course Being Examined: EMT-Basic

Amount of Proctor's Fee	$ 70.00
Amount of Postage Receipts (Only the TOTAL amount of the attached receipts can be declared.)	$ 1.13
TOTAL	$ 71.13

I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated and that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.

Proctor's Signature: John Doe Date: 01 / 21 / 2005

DO NOT WRITE BELOW THIS LINE

E.M.S.D.P. APPROVAL	FOR OFFICIAL USE ONLY
(Signature)	
___ / ___ / ___ (Date)	

DOH-2246 (1/95) White -- Claims Unit Yellow - A & C Pink - Proctor's Copy

Appendix H

Sample Proctor Payment Voucher
[For State Employees Only]

AC 673 (Rev. 4/91)

STATE OF NEW YORK

EXTRA SERVICE PAYROLL VOUCHER

Agency authorizing claim: Department of Health — Agency Code: 1200 — P.R. Period:

Name of Employee: John Doe

Agency in which regularly employed: Department of Social Services — Agency Code:

Retirement Registration No.: — Regular Position Title: Clerk II

Retirement Rate: — Salary: — Item No.:

Social Security No.: 012-34-5678 — Extra Service Position Title: Examination Proctor

Number of Tax Exemptions Claimed: 0 — Rate: Flat Rate

The actual time of starting and finishing work must be shown.

DATE	TIME STARTED	TIME FINISHED	HOURS WORKED	DATE	TIME STARTED	TIME FINISHED	HOURS WORKED
01-20-2005	6:30 A.M. / P.M.	10:30 A.M. / P.M.	4.0		A.M. / P.M.	A.M. / P.M.	
	A.M. / P.M.	A.M. / P.M.			A.M. / P.M.	A.M. / P.M.	
	A.M. / P.M.	A.M. / P.M.			A.M. / P.M.	A.M. / P.M.	
	A.M. / P.M.	A.M. / P.M.			A.M. / P.M.	A.M. / P.M.	
	A.M. / P.M.	A.M. / P.M.			A.M. / P.M.	A.M. / P.M.	
	A.M. / P.M.	A.M. / P.M.			A.M. / P.M.	A.M. / P.M.	
	A.M. / P.M.	A.M. / P.M.			A.M. / P.M.	A.M. / P.M.	
	A.M. / P.M.	A.M. / P.M.			A.M. / P.M.	A.M. / P.M.	

TOTAL HOURS WORKED: 4.0 — TOTAL AMOUNT: $170.00

I hereby certify that the above services were rendered to the State of New York on the dates and at the rates of compensation billed for a department or agency other than the one in which I am regularly employed; that the said services were performed while on vacation or outside of the office hours of the department or agency in which I am regularly employed, that the above bill is just, true and correct; and that no part thereof has been paid or satisfied.

Date: 01-21-2005 — Employee Signature: John Doe

Test location: Anytown Community College

Course Type: EMT-Basic

Course No's: 015022

Appendix I

Checklist for returning testing materials

Post Exam Checklist

USPS Flat Rate Priority box:

☐ 1 - Prepare all of the following items to be placed in the USPS Prepaid Flat Rate Priority box:

- ☐ One copy of the signed Examination Roster *(on bottom of box)*
- ☐ Completed Answer Sheet Inventory Form
- ☐ Used examination booklets
- ☐ Un-used examination booklets
- ☐ Completed answer sheets
- ☐ Proctor's Manual
- ☐ Pencils
- ☐ Certification Examination Inventory Form (CEIF) *(on top)*

☐ 2 - Place the unused exam books on top of the used exam books.

☐ 3 - Complete the bottom of the Certification Examination Inventory Form (CEIF)**.** **Explain any discrepancy with the number of books shipped.**

☐ 4 - Place the completed CEIF on top of the packed testing materials**.**

☐ 5 - Reseal the box using the packing tape provided (moisten thoroughly)**. One piece of tape should be applied horizontally and the other vertically.**

☐ 6 - Place the pre-paid address label on the top lower right hand corner of the box. Place the Delivery Confirmation Label in the lower left corner of the box**.** Retain the Delivery Confirmation receipt so that it may be tracked in the event it gets lost**.**

☐ 7 - Take the Flat Rate Priority Box to Post Office for mailing**.** Mail the box to PSI (no postage is necessary since it has been prepaid)**.**

Manila Envelope:

☐ 1 - This envelope should contain the following items:

- **Completed and signed front page of the Proctor's Manual**
- **Unused answer sheets**
- **Yellow envelope containing Proctor Voucher**
- **Green envelope containing the examination roster and signed examination tickets (Blue), and any unsigned tickets for students who did not appear to take the exam**
- **Any additional paperwork from the instructor of the course**
- **Test Night Issue form if there were any issues to report**

Appendix

O

(For procurements using OGS Backdrop contracts or Purchase Orders)

NEW YORK STATE
DEPARTMENT OF HEALTH

BID FORM

PROCUREMENT TITLE: _____FAU #_____

Bidder Name:
Bidder Address:

Bidder Fed ID No:

A. _____bids a total price of $_____
(Name of Offerer/Bidder)

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

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

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

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

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

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

No Yes

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

Governmental Entity:_____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

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

No Yes

2a. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

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

The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written

notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

D. CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:

1. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and

2. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and

3. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

E. Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid	Upon Award	
☐	☐	1. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to $100,000)
☐	☐	2. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

---

_____ _____
(Officer Signature) (Date)

_____ _____
(Officer Title) (Telephone)

_____
(e-mail Address)

NEW YORK STATE
DEPARTMENT OF HEALTH

NO-BID FORM

PROCUREMENT TITLE: _____FAU #_____

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

- ☐ We do not provide the requested services. Please remove our firm from your mailing list

- ☐ We are unable to bid at this time because:

  _____

  _____

  _____

  _____

  - ☐ Please retain our firm on your mailing list.

_____
(Firm Name)

_____ _____
(Officer Signature) (Date)

_____ _____
(Officer Title) (Telephone)

_____
(e-mail Address)

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

Attachment

20

NEW YORK STATE
DEPARTMENT OF HEALTH

DETAILED BID FORM

PROCUREMENT TITLE: _____FAU #_____

Bidder Name:
Bidder Address:

Bidder Fed ID No:

A. Initial and General Screening Requirements: These requirements must be present and are scored on a "pass/fail" criteria. If these requirements are not present and/or receive a failing grade, the proposal will not be evaluated for Technical or Financial criteria and therefore the proposal will not be considered for award.

1. General Submission Requirements:

   The Bidder must successfully demonstrate its ability to provide within thirty (30) days of a signed contract: development services for written exams using the Bureau of EMS question bank; statistical review of exam questions; validation for each level of written exam and provision of specific numbers of hard copies within the given time frames; and disseminate exam results for individual candidates tested.

2. Letter of Transmittal:

   A letter of transmittal must accompany the proposal. The letter must be signed by an official of the organization who is authorized to bind the bidder to all requirements in its proposal. The letter should identify and describe how this proposal is consistent with the goals of the organization. It should identify the person in the organization responsible for the project. The letter should indicate that the proposal and all provisions of the bid price are to remain in effect for three (3) years. This letter should identify a contact person within the organization, including name, address, telephone number, fax number and e-mail address of that person.

3. Bid Information Sheet Present and Completed:

   A responsible Corporate Officer for contract negotiations must be listed.

4. Summary of Proposal (limit one page)

   All bidders must complete and submit a one (1) page summary of their proposal to develop, print, and score the state certification examinations given to pre-hospital care providers and to distribute the results of those examinations.

5. Bidder Description and Mission (limit one page):

   Bidders must provide a description of their organization that includes the following:

   Location of the vendor's facilities;
   Number of existing staff and those to be assigned to the project;
   Organization structure;
   Overall mission and scope of the services offered; and
   Number of years with experience in field.

6. Electronic Data Transfer:

   Bidder must demonstrate that it has the ability to provide secure electronic data file transfer.

7. Qualifications:

Any organization submitting a proposal must demonstrate the prerequisite resources, knowledge and at least 5 years experience in the preparation, printing, computerized scoring and computer analysis of results of professional written examinations for licensure or certification.

8. Experience:

Evidence to the satisfaction of DOH that it possesses the necessary experience and qualifications to perform the type of services required under this bid, and must show that it is currently performing similar services for the development and administration of professional examinations.

9. Subcontracting:

Subcontracting is permitted, but requires the approval of DOH. The bidder must provide a letter from any major subcontractor committing to the project, subcontractor references, proof of subcontractor financial capabilities and a vendor responsibility questionnaire completed by the subcontractor

B. Technical Requirements: (Maximum value of 70 points)

1. Examination Development

a. New forms of multiple-choice written exams.

The proposal must address how the examination will be developed using the DOH "blue print" to ensure testing of a candidate's EMS competency. Bidders must detail how in each year of the contract, the contractor will provide new forms of the multiple-choice written examinations in booklet form to be given to candidates for certification at the following levels:

- Four (4) Certified First Responder exams, at least 50 questions each
- Four (4) Emergency Medical Technician exams, at least 110 questions each
- Two (2) Emergency Medical Technician – Intermediate, at least 175 questions each
- Two (2) Emergency Medical Technician – Critical Care exams, at least 200 questions each
- Two (2) Emergency Medical Technician – Paramedic exams, at least 225 questions each

b. Additional revisions of written examinations.

The bidder must discuss how it will provide examinations beyond those on the published schedule. The Bidder will provide in its proposal, the cost of developing additional versions of Exams at the above levels beyond those required to be prepared annually, for each of the above certification levels. Issues relating to quality, meeting time frames and production should be addressed.

2. Item Bank Development

Bidder will describe how it will provide for one workshop for the development of items and item revision and review at each of the above levels in each year of the contract. The proposal should address how they will develop new examination items based on such as use of technical advisors, review panels, consistency with EMS curricula, scope of practice, etc.

a. EMT-B Basic level (CFR/EMT) item development
b. Advanced level (EMT-I, EMT-CC, EMT-P) item development

3. Examination Administration

Bidder will describe annual administration of 5 levels of exams, scheduled seven times throughout each year of the contract. The bidder shall describe how they will comply with examination requirements for the DOH examination schedule, provision of examinations beyond those posted on the published schedule and preparation and distribution of examination using the question bank. The Contractor will be responsible for preparing and distributing exams for each test at each level using the exam question bank.

4. Examination Printing and Distribution (5 points)

Bidder will describe its ability to supply to DOH a sufficient number of copies of appropriate approved exam booklets, answer sheets, shipping boxes, return mail supplies and marking media at least three (3) weeks prior to each exam date.

5. Examination Scoring, Item Analysis, Scoring and Reporting

Bidder will describe its capacity to score and analyze exams.

Bidder is able to deliver results of examinations to the Bureau of EMS no more than fifteen (15) state business days after the examination administration.

Bidder must supply DOH and appropriate EMS Course Sponsors, after each exam administration, with a hard copy report summarizing candidate results for each course tested and all repeater results.

Bidder will provide DOH an annual statistical report in both hardcopy and electronic format by February 15th of the following year, reflecting testing done during the previous calendar year.

Bidder supplies a narrative describing the steps used to ensure quality workmanship for each aforementioned scored section.

6. On-site Testing Locations

Bidder will describe its ability to provide on-site scoring of exams in three (3) locations (NYC, Albany and Rochester).

Bidder will include plan to develop additional sites (i.e. Buffalo, Syracuse and Long Island).

7. Organization Capability and Experience

Bidders must show that they are currently performing similar services in the development and administration of professional examinations. Three references to substantiate these qualifications are required under this bid.

Bidders must discuss its quality control measures to guarantee accuracy and completeness in its performance.

Quality of organizational capability and experience as indicated by the above qualifications are rated for:

Development of certification examinations for professional licensure;

Ability to provide scoring and examination analysis; and
Capability to transmit test results.

8. Security, Back-up and Confidentiality Protocols

The Contractor must be able to maintain the security and confidentiality of individual candidate results, all testing materials, exam forms and question bank. Bidder will demonstrate how it will maintain a hard copy and back-up software of all current test items for all exam levels and current usable copies of all exam forms for all exam levels in a secure facility other than their office. Bidder will describe how it will maintain security for all test item booklets, printing procedures, results and scoring keys. Bidder will indicate how it will update back-up copies with all current usable items and all current usable forms for every exam level every six months.

C. Financial and Proposed Contract Cost:

Each proposal will be evaluated on the basis of total cost using the cost bids provided. The total cost will be calculated for 3 years by multiplying the individual yearly costs by 3.

1. Examination Development and Scoring

   a. Per candidate fee for examination scoring.

This fee should reflect the expenses incurred for all aspects of the RFP including the development, printing and

distribution, scoring and reporting of the examination per the DOH published schedule (and based on the projected number of candidates to be tested in a given annual period), and any additional examinations as may be required by the Department, a scoring and analysis of the examination results and release of examination results to DOH and designated parties.

CFR	$ _____	per candidate x 5,500 (est)	$ _____
EMT	$ _____	per candidate x 12,000 (est)	$ _____
EMT-I	$_____	per candidate x 700 (est)	$ _____
EMT-CC	$ _____	per candidate x 900 (est)	$ _____
EMT-P	$ _____	per candidate x 1,800 (est)	$ _____

Total Project Cost for one year of contract $ _____

Special Examination Fee $_____

Per "Special" examination administration; not included within the "Total Project Cost". This would be a set fee for any additional examination administration. This fee is to be paid by the entity requesting the additional examination date and not be the Department.

2. On-site Testing Locations Per Candidate Fee (fee paid by the individual candidate):

EMS candidate fee Flat Rate for all level exams $_____