NEW YORK STATE DEPARTMENT OF HEALTH

A Request for Proposal for

Office of Health Systems Management
Office of Health Insurance Programs
and the AIDS Institute

RFP No. 0712071036 - R
"Utilization, Quality, and AIMS Reviews"

Part A: Medicaid Utilization Review and Quality Improvement Activities

Part B: AIDS Intervention Management System Activities

Schedule of Key Events

RFP Release Date	October 14, 2008
Letter of Interest Due (optional)	October 29, 2008
Written Questions Due	October 29, 2008
Response to Written Questions	November 5, 2008
Proposal Due Date	December 1, 2008

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

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

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Schedule of Events

Issuance of RFP	October 14, 2008
Letter of Interest Due (Optional)	October 29, 2008
Final Date for Submission of Questions	October 29, 2008
Response to Questions Posted	November 5, 2008
Proposals Due	December 1, 2008
Anticipated Contractor Selection	January 5, 2009
Anticipated Contract Begins	April 1, 2009

Abbreviations Used in this Document

The following table lists definitions for abbreviations used throughout this document.

ADAP	AIDS Drug Assistance Program
ADJ	Adjudicated
AHA	American Hospital Association
AI	AIDS Institute
AIDS	Acquired Immune Deficiency Syndrome
AIMS	AIDS Intervention Management Systems
ALC	Alternate Level of Care
BAT	Baseline Assessment Tool
BBA	Balanced Budget Act of 1997
CAHPS	Consumer Assessment of Healthcare Providers and Systems
CDC	Centers for Disease Control and Prevention
CHHA	Certified Home Health Agency
CME	Continuing Medical Education
CMS	Centers for Medicaid and Medicare Services
COBRA	Consolidated Omnibus Budget Reconciliation Act
CQI	Continuous Quality Improvement
CSC	Computer Sciences Corporation
DAC	Designated AIDS Centers
D & TC	Diagnostic and Treatment Center
DOH	Department of Health
DOHM	Department of Health Memorandum
DRG	Diagnostic Related Groups
EQRO	External Quality Review Organization
ER	Emergency Room
FFP	Federal Financial Participation
FFS	Fee for Service
FOIL	Freedom of Information Law
FTE	Full Time Equivalent
GPRA	Federal General Performance Reporting Act
HEDIS®	Healthcare Effectiveness Data and Information Set
HIPAA	Health Insurance Portability and Accountability Act
HIV	Human Immunodeficiency Virus
HPN	Health Provider Network
IPRA	Independent Professional Review Agent
IPRO	Island Peer Review Organization
MAE	Medicaid Analytical Extract File Layout
MCO	Managed Care Organization
MEDS	Medicaid Encounter Data System
MLTC	Managed Long Term Care
MPPC	Maternal and Pediatric Preventive Care
NCQA	National Committee for Quality Assurance

NF	Nursing Facility
NYC	New York City
NYPORTS	New York Patient Occurrence Reporting and Tracking System
NYS	New York State
NYSDOH	New York State Department of Health
OB/GYN	Obstetrics and Gynecology
OHIP	Office of Health Insurance Programs
OHSM	Office of Health Systems Management
OMC	Office of Managed Care
OSC	Office of the State Comptroller
OTPS	Other Than Personal Services (budget item)
PACE	Program for All Inclusive Care for the Elderly
PIP	Performance Improvement Project
PPC	Potentially Preventable Complications
PRO	Peer Review Organization
QA	Quality Assurance
QARR	Quality Assurance Reporting Requirements
QI	Quality Improvement
QIO	Quality Improvement Organization
QIP	Quality Improvement Projects
QOC	Quality of Care
RFP	Request for Proposals
SPSS	Statistical Package for the Social Sciences
SNP	Special Needs Plan
SSI	Supplemental Security Income
SUR	Surveillance and Utilization Review System
TANF	Temporary Aid to Needy Families
UR	Utilization Review

I. Introduction

This document is a request by the New York State Department of Health (henceforth referred to as the Department) for proposals from qualified organizations to conduct utilization and quality of care reviews, and quality improvement activities of medical services provided to Medicaid beneficiaries (Part A), and/or to conduct utilization reviews and quality of care studies of Medicaid beneficiaries receiving care from a provider reviewed under the AIDS Intervention Management System (AIMS) program (Part B).

Proposals may be submitted for Part A: Medicaid UR/QI Activities, or Part B: AIDS Intervention Management System Activities, or for both. Proposals for both must be submitted separately as set forth in the RFP and will be reviewed independently. Therefore, proposals for each function must be complete and stand alone.

The specific duties of the review agent are detailed in Section III of this document, Detailed Specifications - Scope of Work (Part A: Medicaid UR/QI Activities, and Part B: AIDS Intervention Management System Activities). Specifics on proposal requirements, instructions to bidders and criteria to be used in choosing the selected bidder are outlined in Section IV, Proposal Requirements – Instructions to Bidders (Part A: Medicaid UR/QI Activities, and Part B: AIDS Intervention Management System Activities).

II. Background

State and Federal law impose requirements regarding appropriateness of care reviews provided under the Medical Assistance program, Title XIX. State law, through Section 2803(d)(i – iii) of the Public Health Law provides authorization for the Commissioner of Health to review the appropriateness and necessity of health care services provided to Medical Assistance beneficiaries as well as the review of case-based payments made to hospitals through the Medicaid program. In New York State, since the mid-1990's, the majority of Medicaid beneficiaries have been transitioning into managed care plans and by December, 2008, we expect over three (3) million to be enrolled in managed care including beneficiaries on SSI (Supplemental Security Income) who are not otherwise exempted.

18NYCRR 504.3(a) describes the duties of the provider and maintenance of records to receive payment and the need to provide records and information upon request of the Department. Section 365-a (2) of the NY Social Services Law explains the "character and adequacy of assistance" regarding "Medical Assistance" and payment of medically necessary care by qualified providers.

Federal legislation regarding medical assistance review activities includes the Federal Peer Improvement Act, which requires appropriateness reviews, and the Omnibus Reconciliation Act of 1986, Public Health Law 99-509, Section 9431.

The Peer Improvement Act provides states with alternative mechanisms for implementing review activities: contracting with a federally designated Quality Improvement Organization (QIO) or QIO-like organization (subject to 75% federal financial participation); or conducting reviews themselves through a contract with an identified medical review organization (subject to 50% federal financial participation).

The Department's current Medicaid UR/QI agent, IPRO, was awarded a contract in 1997 as a result of the competitive bidding process. The term of the Department's current Medicaid UR contract is 4/1/08 – 3/31/09. IPRO is currently the New York State Medicare Quality Improvement Organization. This contract is subject to 75% federal financial participation (FFP).

The Department's current AIDS Intervention Management System (AIMS) agent, IPRO, was awarded a contract in 1997 as a result of the competitive bidding process. The term of the Department's current AIMS contract is 4/1/08 – 3/31/09. IPRO is currently the New York State Medicare Quality Improvement Organization. This contract is subject to 75% federal financial participation (FFP).

The Department reserves the right to make the final award to the contractor(s) who best meets overall program goals and objectives. Two separate contracts will be awarded as a result of this RFP. All awards are subject to the approval of the State Comptroller.

Part A: Medicaid UR/QI Activities

The contractor will conduct reviews and evaluations of services provided by Article 28 hospitals, diagnostic & treatment centers (D&TC), home-based services and, where necessary, private practitioners and other Medicaid providers as required by the Department. This will include utilization reviews, i.e., admission and continued stay reviews; Diagnosis Related Group (DRG) validations; quality of care reviews and quality improvement projects, as well as special studies directed by the Department. Additionally, the review agent will be required to validate cases reported to the Department's New York Patient Occurrence Reporting & Tracking System (NYPORTS), a statewide hospital incident tracking system. The UR/QI system must ensure that the care rendered to Medicaid beneficiaries in Article 28 hospitals, D & TCs, in client homes and, where necessary, by private practitioners is appropriate and necessary and meets professionally recognized standards of care. The results of these reviews will be reported to the Department for necessary action including the recoupment of Medicaid expenditures.

The contractor will be responsible for data collection; database creation and maintenance, data analysis and report generation as needed to support the Department's utilization review and quality of care review programs. These data responsibilities must be structured such that they are consistent with and support the above functions. The data files to be provided are discussed in Section III.O. Work Load and Work Projections of Part A: Medicaid Utilization Review and Quality Improvement Activities. In addition to imposing privacy restrictions on Medicaid data and contractors that handle Medicaid data, HIPAA legislation will affect the claims forms used, and data elements collected by the State's Medicaid program.

The specific duties of the review agent selected through this RFP process are detailed in Part A: Medicaid Utilization Review and Quality Improvement Activities, Section III: Scope of Work, Medicaid UR/QI Activities.

III. Detailed Specifications – Scope of Work (Part A: Medicaid UR/QI Activities)

The purpose of this Scope of Work is to define the duties of the review agent regarding Medicaid Utilization Review (UR) and Quality Improvement (QI) activities, and the data function needed to support these reviews.

A. Program Design

The contractor selected as the Medicaid UR/QI agent will work cooperatively with the Department's Office of Health Systems Management (OHSM) and the Office of Health Insurance Programs (OHIP) to implement a cost effective program for utilization review and quality improvement. This program will encompass utilization review activities and monitoring quality of care rendered to Medicaid beneficiaries treated in New York State hospitals, clinics and/or treated by home-based service agencies or other Medicaid providers as specified by the Department. This will also include validating hospital incident reporting (NYPORTS - New York Patient Occurrence Reporting & Tracking System). The UR/QI agent will conduct special studies including the evaluation of D & TCs treating Medicaid beneficiaries and provide the Department with consultant services for the review of medical services provided in Article 28 facilities as required.

During the course of the contract the UR/QI agent agrees to implement a UR/QI program as specified in this RFP and to meet the program goals, objectives, and responsibilities as stated below.

B. Overall Goals and Objectives

The UR/QI agent shall implement a cost effective review and monitoring program, which through the review of patient medical records as well as the evaluation of the organization and processes of care insures that:

1. the quality of care delivered to Medicaid beneficiaries meets professionally recognized standards of care, including nationally recognized review criteria and the services performed are reasonable and medically necessary;

2. the services furnished to Medicaid beneficiaries are delivered in an appropriate setting;

3. diagnostic and procedural information needed to establish DRG payments are valid;

4. Medicaid beneficiaries served by home-based service agencies receive appropriate, medically necessary services that meet their assessed home care needs and, when such services are determined to be inconsistent

with such needs, the UR/QI agent shall match the client's needs with alternative community resources as appropriate.

C. Quality of Care Responsibilities

The UR/QI agent will be required to determine the relationship between quality of care concern deficiencies and adverse patient outcomes; to determine the sources of quality concerns and deficiencies; and to identify providers who are providing care that does not meet professionally recognized standards. When it is determined that unacceptable or poor quality of care is being provided to Medicaid beneficiaries, the UR/QI agent will recommend corrective action including:

- report findings to the Department
- share quality of care findings with providers;
- obtain a plan of correction acceptable to the UR/QI agent from the provider which addresses the quality of care concerns identified except when the case is a reportable NYPORTS event;
- place physician/hospitals and/or specific procedures on prior approval, where appropriate;
- deny Medicaid reimbursement if appropriate; and
- refer to other state surveillance agencies, if appropriate.

In the proposal, the bidder should demonstrate their ability to develop and implement a cost effective quality of care review system which identifies and categorizes quality of care concerns by service, type of deficiency, provider, severity level, as well as conduct analyses and report quality of care findings in a uniform manner which can be used by providers, the UR/QI agent and the Department in developing effective intervention strategies. This will include a system for addressing and reporting serious quality of care concerns not covered by the NYPORTS system and defined as quality of care concerns directly linked to an adverse event of sufficient magnitude to place a patient unnecessarily at risk for an adverse event.

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

The UR/QI agent will conduct full quality of care reviews on review categories with the greatest potential for quality of care concerns; i.e., mortality, complications, readmissions or admissions after ambulatory or office-based surgical procedures. The UR/QI agent will develop standardized tools to assess other inpatient evidence-based quality measures as determined by the department.

The UR/QI agent will also provide medical consultant services to the Department as requested to support the Department's overall quality of care and surveillance programs.

D. Quality Improvement Projects

In accordance with Section 365-a (2) of the NY Social Services Law and 18NYCRR 504.3(a), the UR/QI agent will operate a program of continuous quality improvement for Medicaid beneficiaries treated in New York State hospitals and in outpatient settings. The UR/QI agent will conduct two (2) annual quality improvement projects (QIPs) commencing with the first contract year and subsequent years as determined by the Department using the "Chronic Care Model" (Wagner E., et. al., Center for Health Studies, Group Health Cooperative of Puget Sound). In subsequent years the Department may elect to continue the Chronic Care Model or may determine a different strategy in conducing QIPs. This model builds upon a population-based care collaborative effort, involving providers, beneficiaries and leaders of healthcare organizations. The goal of population-based care is to ensure delivery of health services that both improve health outcomes for large and well-defined populations (for example, beneficiaries with asthma and diabetes) and are cost-effective. Within a population-based approach, health behavior change strategies and systems of care that have been associated with improved health outcomes for specific populations are identified based on the best available scientific data. Improved information systems are used to: efficiently identify members of these populations for service delivery, monitor whether the services are provided on a timely basis, and monitor health outcomes. Healthcare teams are organized to use information systems to deliver effective and timely services in an efficient manner.

These projects will be available to Medicaid providers statewide. It is expected that the UR/QI agent will conduct these projects in a minimum of six QIP sites annually, chosen in cooperation with Department personnel. The UR/QI agent will train participating sites in the tenets of the Chronic Care Model, and work to embed sustainable changes into their practices. Over the duration of the five year contract the UR/QI agent will conduct continuous recruitment of QIP sites in order to engage a minimum of 30 QIP statewide sites over the duration of the five year contract.

For purposes of this RFP, the overall goal of these QIP initiatives is to improve the quality and cost-effectiveness of care for Medicaid beneficiaries known to

have chronic diseases by training QIP sites in components of the Chronic Care Model including motivational interviewing, integration of health information technology (patient registries) in routine clinical care, support QIP sites to implement independent quality improvement programs to monitor healthcare delivery and improve patient care and train QIP site staff to conduct patient self management workshops. It is expected that this program model will support replication across chronic diseases and prove sustainable across primary care sites.

It is requested that initial QIPs address asthma and diabetes and future diseases will be targeted based on program needs, with a special focus on chronic diseases.

1. The QIPs will include the following key program components:

Clinical Information Systems: The UR/QI agent will assist participating providers to establish HIT infrastructure and internal expertise to develop a patient registry to monitor patient care and collect, analyze, and benchmark quality indicators.

Decision Support: Work to embed evidence-based guidelines into daily clinical practice, provide clinical feedback to practices including 'Peer Comparison Reports, conduct provider education including face-to-face academic detailing and communication skills training under the auspices of the Institute for Healthcare Communications (IHC). <http://www.healthcarecomm.org>.

Delivery System Design: Work to define team roles and delegation of tasks, promote continuity of care, medical homes, regular follow-up visits, and the delivery of effective, efficient, patient centered care.

Self-management Support: Educate and empower QIP staff to provide patient self management education based on evidenced-based curriculum of the 'Stanford Chronic Disease Self Management Program' <http://patienteducation.stanford.edu/programs/>.
The UR/QI agent will train three staff members from each QIP site to administer the self management program; each site will host a minimum of two workshop series (a six-week program) annually, designed to provide patients with the support and skills needed to manage their health and maintain life activities.

Community Resources: Collaborate and partner with the Department's chronic disease coalitions and other available community-based resources including local departments of social service; to develop a community-based resource guide that will identify community resources appropriate

for patient care and establish mechanisms to assure referrals to these resources.

2. QIP key tasks will include, but not be limited to the following:

- Develop and implement an annual QIP work plan and schedule of deliverables; subject to Department approval.

- Define clinical performance measures, benchmarks and targets that are based on evidenced-based treatment guidelines; these measures need to be measurable using claims and/or medical record review.

- Develop and implement strategies and methodologies on how to structure, conduct and evaluate outcomes (quality and cost savings/return on investment) of the QIP initiatives and future QIPs.

- Assist QIP providers in developing and operationalizing patient registries and monitoring & reporting on clinical performance measures.

- Collect and review patient health care information (clinical performance measures) in accordance with national treatment guidelines using administrative claims and medical record reviews using statistically valid, stratified, random samples at the participating QIP sites. The initial contract year at each QIP site will include an annual medical record chart abstraction review of at least 75 reviews. Subsequent year(s) medical record reviews will include a minimum of 30 annual reviews per site. When QIP sites achieve independence in conducting QI activities, the UR/QI agent will conclude work at that site and recruit new practices.

- Provide written feedback to QIP sites quarterly and annually in the form of “Peer Comparison Reports”. These reports should include individual and peer performance outcomes in accordance with national guidelines (peer information will be blinded). This “Peer Comparison Report” will assist providers in identifying ways to achieve improved process and patient outcomes. A copy of this report will be provided to the Department both electronically and in hard copy. The software package for QIP electronic reporting will be the Microsoft Office Suite. The UR/QI agent will work with the QIP sites in the development and implementation of self-monitoring of clinical performance measures.

- Conduct face-to-face physician/healthcare team educational interventions (academic detailing) focused on provider and patient educational needs, communication skills, patient self management curriculum, technical assistance, electronic registries, clinical

performance measures, and medical standards, with report to the Department on interventions.

- Disseminate “best practice” information learned from these QIP initiatives statewide via, targeted mailings, teleconferences, “free” on-line Continuing Medical Education (CME) programs, web-based information with links to the Department's web page, etc.

- Reinforce current provider “disease focused” toolkits and develop new provider and patient educational tools based on program needs. UR/QI agent will conduct ongoing educational sessions for providers on use of tools. Toolkits will be made available for statewide distribution including hard copies and on-line download capabilities. An example of a disease-focused toolkit, the “Diabetes Prevention and Management Toolkit”, can be found on the Department’s website: http://www.health.state.ny.us/diseases/conditions/diabetes/adult_tool_kit_.htm.

- Assist the Department in identifying health care issues and concerns for future QIPs.

The bidder may propose to conduct additional interventions, of which they must provide a detailed description on how they will complete the intervention(s).

3. QIP Reporting Requirements:

   The UR/QI agent will be required to submit monthly, quarterly and annual reports which will be used by the Department to assess whether the agent is meeting program objectives and contract deliverables. Payments to the contractor will be based on reported documentation of program activities and deliverables.

   a) Monthly Status Reports (due to the Department by the last Friday of the month)

   b) Monthly conference calls

   c) Quarterly face-to-face meetings in Albany, NY to review findings and report on operations of these initiatives.

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

      - Executive Summary
      - Overview and Objectives

- Intervention Strategies (methods and criteria)
- QIP Outcomes (beneficiary and provider outcomes) including clinical performance measures, return on investment (ROI) and qualitative analysis of the program outcomes
- Data Collection Tools
- Resource Materials /Contacts
- Conclusions and Recommendations

These summaries will be subject to Department approval and made available on the Department's website.

When applicable, a report on QIP findings will be prepared in conjunction with Department personnel to be submitted to appropriate venues such as:

- The Centers for Disease Control and Prevention;
- Publication in national peer journals, etc.

Each submission is subject to approval by the Department before release.

4. General QIP Requirements

Bidders are required to:

- Provide a detailed description on how they will complete these key program components including a work plan and deliverable schedule;
- Demonstrate their capacity, experience and plan to administer and monitor all applicable key components;
- Include an organizational chart, which defines the proposed structure to undertake the design, implementation and daily operation of the QIPs;
- Provide a list of key personnel (including professional credentials) and their role/responsibilities, percent dedicated in conducting these QIPs and
- Include a description of the specific types of programmatic and clinical measures which will serve as the basis for measuring enrollee and provider outcomes and clinical effectiveness of the QIPs including a cost analysis or return on investment (ROI) component.

E. Utilization Review Responsibilities

The UR/QI agent will be responsible for operating an effective review system to assure that services provided to Medicaid beneficiaries primarily in acute care hospitals, at home by certified home health agencies, in D & TCs, and where

required by other Medicaid providers, are medically necessary, appropriate, and are provided at the most economic level of care and that the care is billed at the appropriate case payment rate. (See Attachment 13, for list of acute care hospitals licensed in New York State.)

The review system will consist primarily of retrospective reviews of medical records selected by the UR/QI agent from the inpatient Medicaid paid claims file in accordance with general guidelines provided by the Department. Specific case selection criteria and the sampling methodology will be developed and implemented by the UR/QI agent. Bidders must include in their proposal case selection criteria/methodology as well as the methods and procedures for review. The primary location of review, i.e. on site/off site UR needs to be addressed as well as rationale for this approach and the impact on providers. The anticipated frequency of facility visits and sample size should be set forth and the rationale for this approach should be addressed. The State expects that the review of 25 or more medical records would occur onsite at the facility and that individual hospital sampling would be limited to between 250 to 275 records at any one audit. These limits may be modified at the direction and/or with the approval of the State. The Department is interested in operating an effective and efficient UR/QI system as well as having an ongoing presence in all New York State hospitals. The bidder's proposal should clearly describe its plan to meet these program goals and demonstrate successful experience in operating large-scale UR/QI systems.

The review system must include 3 levels of review; i.e., initial denial or letter of potential concern; final determination; reconsideration. Denials regarding medical care issues must be issued by a physician and the reconsideration must be conducted by a physician not involved in the original denial and who is trained in area of concern. Physicians who conduct reconsiderations and/or appeals must be separate and distinct from physicians issuing preliminary or final denials. Preliminary denials or letters of potential concern regarding coding changes and coverage issues not involving a medical care issue/decision do not require a physician review. The final denial and any reconsiderations regarding these coding or coverage issues not involving a medical decision must be endorsed/signed off by and sent out under the signature of the medical director.

In conducting these case reviews, the UR/QI agent shall be responsible for conducting the following reviews where appropriate and cost effective:

- the need for the admission;
- the necessity and appropriateness of the surgical or diagnostic procedure;
- inlier and cost outlier reviews;
- length of stay where appropriate;

- transfer between DRG and DRG exempt units;
- readmissions within thirty-one days to the same hospital;
- admission and length of stay in exempt units of general hospitals and specialty hospitals;
- review of psychiatric stays;
- hospital efficiency and timeliness of care (ex. time from entering the Emergency Department to getting an ECG for patients presenting with chest pains or time from Emergency Department to administration of an antibiotic for patients presenting with bacterial pneumonia);
- validation of present on admission (POA) coding, Medicaid's "never events" (currently includes 14 events but may be modified and/or expanded) and potentially preventable complications (PPCs).;
- validation of hospital NYPORTS reporting and identification of underreporting of potential quality concerns not reported to NYPORTS;
- quality of care screening or review;
- other reviews required by the Department (examples in the past have included childhood immunization (370 cases); QIP pneumonia (1,150 cases); follow-up to adult bariatric surgery (270 cases); potential preventable complications (1,200 cases).

The UR/QI agent shall have binding payment authority and responsibility for Medicaid services delivered in acute care hospitals and clinics and be authorized and responsible for denying Medicaid payment for care determined to be medically unnecessary or inappropriate or billed at an inappropriate case payment rate. When a "never event" is identified in a case, the UR/QI agent will determine what care those events generated and what, if any, additional payments were made attributable to the event so that an appropriate payment adjustment can be made. The UR/QI agent shall take immediate and effective action against any provider who it has determined is providing inappropriate or unnecessary care including but not limited to the identification and denial of inappropriate Medicaid billings, payment denials, and follow up to assure that such individual case denial information has been processed appropriately to the Department in a manner and format required by the Department to execute recoupment.

F. DRG Validation

The UR/QI agent shall perform DRG validations as part of its performance of retrospective reviews of inpatient medical records. In addition, the case selection methodology shall target a sample of cases that have a high probability of miscoding for DRG review. The UR/QI agent will assure that diagnostic/procedure information regarding the patient is coded and reported by the hospital which is consistent with both the attending physician's description and information contained in the patient's medical record following generally acceptable coding guidelines. All coding review will follow the American Hospital Association (AHA) Coding Clinic guidelines.

G. New York Patient Occurrence Outcomes Reporting Tracking System

The New York Patient Occurrence and Tracking System (NYPORTS) is an adverse event reporting system implemented pursuant to New York State Public Health law Section 2805-1 (Incident Reporting). There are 32 mandatory reportable occurrences in NYPORTS, and for the purpose of NYPORTS, an occurrence is defined as an adverse and undesirable development in an individual patient's condition, occurring in a hospital. 'Occurring in a Hospital' is defined as any service provided which is listed on a facility's operating certificate, including but not limited to inpatient, outpatient, ER and extension clinics. Most occurrences, are meant to be tracked and trended as groups and are reported on a short form; consisting of demographic information and a brief description of the event. More serious events, defined as patient deaths or impairments of bodily functions in circumstances other than those related to the natural course of illness, disease or proper treatment in accordance with accepted medical standards, are investigated individually and require the hospital to conduct a root cause analysis. Not all NYPORTS adverse events are medical errors and should not be considered as such. The ultimate purpose of the database is to support analysis and statistical relevance of reported occurrences, identify root causes and corrective actions that can be tracked, trended, and evaluated by experts for the purpose of reducing medical errors and improving patient safety across our state and/or nation.

Quality concerns identified in medical records that are being reviewed for other purposes (such as DRG validation or cost outlier) will be reported to the facility and the Department of Health by the UR/QI agent as "potential NYPORTS occurrences" and these will also require a root cause analysis response from the provider facility.

The UR/QI agent will conduct validation of hospital reporting of NYPORTS events using the NYPORTS Include/Exclude List set forth in Attachment 15.

H. Quality of Care Review Responsibilities

Two types of quality of care reviews will be conducted:

1) While conducting reviews for one or more of the above listed review categories (see Section III.E), the UR/QI will be asked to perform retrospective reviews of a subsample of inpatient medical records selected to target specific topics for quality of care reviews. At least two (2) topic areas will be selected each contract year. The topic areas will be decided between the Department and the UR/QI agent .

2) An additional, separate sample of up to 5,000 cases will be selected for review on a quality of care topic to be studied each year as determined by the Department. This review could be statewide, regional or hospital-specific.

Based on findings from these reviews, the UR/QI agent will develop and conduct educational interventions to assist hospitals in their efforts to reduce harm or mortality for the topic areas under review in each contract year.

I. Cost Outlier

The UR/QI agent will also review cost outliers provided by the Department to assure that services were medically necessary, appropriately billed, not duplicated, and actually rendered and ordered by a physician. Reviews must be completed within acceptable timeframes. All coding reviews will follow the AHA Coding Clinic Guidelines.

The UR/QI agent must provide periodic, hospital-specific status reports to each hospital and the Department. These reports, which must be produced and delivered at least quarterly, must include dates to track a case's progress through the review process and include narrative comments when required to clarify a case's status.

J. Consultant Reviews

The UR/QI agent shall provide the Department with consultant services for the review of care provided to Medicaid beneficiaries as well as conduct special studies and projects and provide physician and medical consultant services to the Department as required to support the Department’s overall quality of care and surveillance responsibilities.

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

K. D & T Centers

The UR/QI agent will conduct medical record reviews and audits in a sample of D&T Centers treating Medicaid beneficiaries. The sample of facilities and cases will be selected by the State. The general purpose is to review individual records for medical necessity, quality of care and billing accuracy. Facility types include but are not limited to primary medical care, dental, school based health, ambulatory surgery centers, physical rehabilitation and drug treatment programs licensed under Article 28 of the Public Health Law. (See Attachment 14 for regulatory information on D&T Center requirements).

L. Home-Based Services

1. Retrospective Utilization Review

The Department has established a utilization review initiative for home-based services. The intent of this initiative is to develop and implement a protocol for reviewing home-based service cases reimbursed by Medicaid that are considered to be either expensive, or very long term, to determine if there are alternative, less costly services that can be put in place which will afford the consumer the same high level of patient care, at a lower cost. The term home-based services providers can include Certified Home Health Agencies (CHHA), Long Term Home Health Care Programs (LTHHCP), Limited Licensed Home Care Service Agencies (LLHCSA) and private duty nursing (PDN). For the purposes of this RFP, the Department is limiting the scope of the Home-Based Services initiative to CHHA services.

The UR/QI agent will perform the following tasks:

- Develop and test criteria and protocols for retrospective utilization review of long-term Certified Home Health Agency (CHHA) services provided for Medicaid beneficiaries in their home. Long-term services are considered to be CHHA services provided for at least 120 days consecutively or more. During the first year of this project, the UR/QI agent will develop criteria and protocols for the Department's review and approval and test the protocols for meaningful results.

- Conduct surveys and medical record reviews of long-term CHHA services received by Medicaid beneficiaries. The Department will provide Medicaid claim information for individual beneficiaries who are in receipt of home-based services that meet a pre-determined set of criteria from which the UR/QI agent will draw the necessary sample.

- Review and evaluate cases to determine medical necessity, policy compliance, and appropriateness of the level of service that has been delivered.

- Identify all situations in which there is an opportunity to put in place alternative, less costly services which meet the individual's medical needs.

- Make recommendations as to the types of alternative services that meet the individual's needs.

- Provide the Department with quarterly reports of activities. Any actions deemed necessary by the Department as a result of these quarterly reports such as recouping funds, securing an alternate level of care for a client, or corrective actions with a provider will be managed by the Department or its designee.

- Prepare and submit periodic reports of review activities including, but not limited to, the number of reviews conducted, an analysis of the current plans of care, the potential for alternative services with related cost savings, and provider patterns of care.

- Prepare case specific reports on a quarterly basis for the State and responsible local department of social services, where the client resides, of the reviews conducted, analysis of the current plans of care, the potential for alternative services with related cost savings, and provider patterns of care.

- Attend quarterly meetings that may occur at the Department's discretion between the UR/QI agent and the Department to provide updates on project status.

- Prepare an annual report to include the number of reviews conducted, an analysis of the plans of care, recommended alternative services with related cost savings, and an analysis of provider patterns of care.

M. Reporting Responsibilities

The UR/QI agent shall provide reports to the Department of its activities, including individual reports that involve the denial of Medicaid reimbursement in an electronic format acceptable to the Department.

All statistics and information generated through the UR/QI system shall be used to develop analytical and descriptive reports for use by the Department. The UR/QI agent shall prepare and submit within negotiated timeframes; i.e., monthly and

annual reports of its activities including but not limited to: a summary of all review findings by hospital and region including cases and days reviewed, approved, denied, admission denials, DRG changes, quality of care review findings, overturned cases, appeals, and corrective action taken by the UR/QI agent as well as monthly and annual report of QIP activities. The UR/QI agent will maintain and operate a data system necessary to support all required reports set forth under the Scope of Work.

In addition to summary findings, the UR/QI agent will also prepare hospital-specific analyses of quality of care reviews (in a format approved by the Department) using statewide comparisons and/or trends over time. These reports will highlight facility activities in selected areas of quality review including, but not limited to technical denial information and identify possible interventions for improvement. The UR/QI agent, in collaboration with NYSDOH, will present findings from these reports to the facilities.

Reporting requirements for home-based retrospective utilization review are referenced in Section III. L. Home-Based Services.

N. Staff Recruitment and Training

The UR/QI agent shall assure that sufficient qualified personnel are hired, on staff, or available under contract to implement the review program as described in this Scope of Work. This shall be defined to include the hiring of licensed doctors of medicine and osteopathy with special expertise in: the care and services under review by the UR/QI agent, and at a minimum, surgeons, OB/GYN specialists, pediatricians, neurologists, psychiatrists, internists, and orthopedists. Physicians and registered nurses involved in the QI projects will be experienced in conducting evidence-based quality improvement studies. The UR/QI agent will also employ registered professional nurse reviewers, medical record reviewers, and technical staff with appropriate experience (Medicaid preferred), data manager, and analysis staff, and other specialties as the need arises. Registered professional nurse reviewers working on home-based services retrospective UR will have a working knowledge of home health services, plans of care and client home care needs. The UR/QI agent will obtain training for its physician and non-physician reviewer staff in understanding the following:

- the Department's review system including the Department's goals and objectives for conducting utilization review;

- Department regulations, policies, and procedures regarding Medicaid coverage for hospital, clinic, home health care, and primary care;

- how to conduct medical record reviews and how to abstract information necessary to make a determination from the medical record;

- how to prepare a case decision abstract;
- how to code guidelines and practices;
- how to perform internal quality control monitoring and training to assure accuracy and consistency in conducting medical reviews; and
- how to conduct evidence-based quality improvement projects.

The UR/QI agent must also provide continuing education to physician and non-physician reviewers and must submit: (1) a plan for training physicians and non-physician reviewers in its proposal, and (2) a description of the duties of its physician and non physician staff and (3) a plan for credentialing physician and non-physician review staff; i.e., MD, DO, RN, and medical record review staff.

O. Work Load Projections and Work Requirements

An estimate of the number of medical records and work requirements that must be completed **annually** over the 5.25 year contract period is provided to assure consistency in the preparation of the Technical and Cost Proposals. The required review activities are set forth under the following categories:

1. Utilization Review and Quality of Care Medical Record Review
2. Review of D&T Centers
3. Review of Home-Based Services
4. Two Annual Quality Improvement Projects
5. Unanticipated Work (defined below)
6. Start up activities

These workload projections are based upon information available at the time of the RFP issuance. These may change based upon review findings; changes in priorities; changes in the health care system, managed care enrollments, etc. The workload estimates are being provided to assist the bidder in the development of its Technical and Cost Proposal and should be used by the bidder to:

(1) estimate the personal resources necessary (see Attachment 8: Technical Proposal Forms) to meet the State deliverable requirements;

(2) complete an annual and startup workplan which will be incorporated into a 5.25 year “schedule of deliverables” to be included in the Technical Proposal;

(3) set a price for each deliverable and complete cost reports as requested in the cost section of the RFP (see Attachment 7: Cost Proposal Forms).

The annual bid will be multiplied by 5 and added to any start up fees to determine

the total final bid.

In quantifying reviews, if a case is selected for one or more reviews it is counted as one case; i.e., if a mortality case is selected for review and a DRG, NYPORTS validation and concurrent quality of care review is conducted on the case, that is counted as one case. Please note that validation of the DRG is required on all inpatient reviews paid under the case payment system. All cases reviewed under this contract, including outlier reviews, will also be screened for "never events" (as determined by Medicaid's list of events which may change over time). Technical denials can only be billed once. NYPORTS reviews are required on all cases selected under the following categories:

- Readmissions within 31 days of a previous discharge;
- Mortalities/Complications.

1. Utilization Review: (140,100 reviews)

- 2 Days to Home Alternate Level of Care (ALC): (200 reviews)
  The UR/QI agent will be required to review on a prepayment basis, all ALC cases that remain on ALC longer than 2 days but are discharged to home. Hospitals not receiving this prepayment approval face disallowance of ALC stays of greater than 2 days.

- Cost Outliers: (2,500 reviews)
  The UR/QI agent will validate cost outliers provided to them by the Department to validate appropriateness of the hospital bills. Each case may only be counted once and this review includes all reviews, re-reviews and technical denials.

- Readmission within 31 Days of a Previous Discharge: (15,000 reviews or 7,500 pairs)
  The UR/QI agent will review a sample of readmissions occurring within 31 days of a previous discharge from the same hospital. All stays occurring one day after a discharge from the same hospital are subject to review (Attachment 11 - Part 86.159 - Readmission Requirements under DRGs). *Please note that NYPORTS reviews are required for each of these cases.*

- Discharge Review: (500 reviews)
  UR/QI agent will operate a Discharge Review Program for Medicaid beneficiaries requesting the appeal of their discharge. (Attachment 12: HFM 87-96 DOH Regulation 405.9)

- Diagnostic/Medical Admissions/Short Stay Cases: (25,000 reviews)
  The UR/QI agent will review a sample of diagnostic medical admissions; short stay admissions and one day stay admissions to

assure the necessity and appropriateness of the inpatient admission.

- Transfers**:** (1,000 reviews)
  The UR/QI agent will review a sample of transfers between hospitals and between DRGs and exempt units of the same hospital.

- Random/Focused Review: (5,000 reviews)
  The UR/QI agent will review a random sample of cases and compare results to focused review findings. In addition, cases may be focused on hospitals with significant ongoing denial rates.

- Specialty Hospital/Exempt Unit Reviews: (7,000 reviews)
  The UR/QI agent will review a sample of the admission and continued stay of Medicaid admissions to specialty hospitals and non-DRG units (psychiatric and medical rehabilitation units) of general hospitals in order to approve the admission, continued stay, and quality of care provided.

- DRG Concerns: (46,000 reviews)
  The UR/QI agent will conduct DRG coding validation on all inpatient DRG case reviews selected under both utilization and quality concerns. In addition, the UR/QI agent will review 46,000 specially focused DRG cases based on the potential for miscoding and cost to the Department for invalid coding information.

- Mortality/Complications: (10,000 reviews)
  The UR/QI agent will be required to review 10,000 cases related to mortalities and complications occurring during hospitalization to evaluate the quality of care provided to Medicaid beneficiaries. In addition, the UR/QI agent will be required to conduct full quality of care reviews on cases where the potential for quality of care concerns is the greatest and screen other review categories for quality of care issues. The bidder will be required to propose a cost-effective system for screening and reviewing medical records for quality of care concerns which meet the goals and objectives of the RFP*. Please note that a NYPORTS review is required for each of these cases.*

- Specialist Consultant Reviews: (800 cases)
  The UR/QI agent will be required to provide consultant services to the Department upon request. These cases generally involve complex medical reviews sometimes requiring review by more than one physician specialist to support ongoing quality of care and surveillance programs. For example, upon request, the Department may require review of Durable Medical Equipment (DME) cases to determine medical necessity. This level of effort may be modified to address ongoing programmatic and public health needs and priority.

- Additional NYPORTS Review**:** (2,100 additional cases)
  As indicated above, the UR/QI agent will be required to conduct NYPORTS validation on all cases selected for review under the following categories:

  - Mortalities/Complications
  - Readmissions within 31 days of a previous discharge

  In addition, the Department will select 2,100 additional cases for validation. The validation of NYPORTS reports consists of determining by chart review if the case is a NYPORTS reportable event (see Attachment 15 - NYPORTS Include/Exclude List).

  The validation will determine if the case was reported; if necessary, evaluate the hospital's reasons for not reporting, and provide these findings to the Department.

  Quality concerns identified in medical records that are being reviewed for other purposes (such as DRG validation or cost outlier) will be reported by the UR/QI agent as "potential NYPORTS occurrences" and these will also require a root cause analysis response from the provider facility. It is expected that up to 100 cases per year could be identified for additional NYPORTS review and action plan submission as a "potential NYPORTS occurrence".

- Quality of Care Reviews (20,000 reviews)
  During the course of the retrospective reviews described in the above categories, the UR/QI agent shall perform a special focused review targeting specific topics for quality of care reviews. At least two (2) topic areas will be selected each contract year. The topic areas will be decided between the Department and the UR/QI agent.

- Additional Quality of Care Reviews: (5,000 additional cases)
  In addition to the inpatient utilization reviews, the UR/QI agent will select another sample of medical records in order to conduct quality of care reviews for topic areas selected in collaboration with NYSDOH, that will be reviewed for documentation of hospital efforts to reduce harm or mortality.

2. Review of D&T Centers (18 Surveys)

The UR/QI agent will conduct 18 annual audits of D&T Centers treating Medicaid beneficiaries in New York State. This will include a sample of medical record reviews of up to 25 Medicaid cases per center, usually covering three (3) months of clinic bills. The facilities and cases will be

selected by the Department. Medical record reviews are to determine if billed services were provided and appropriate. This review activity may be expanded in the future.

3. Home-Based Services - Review of Home-Based Services (5,000 Retrospective UR cases)

The UR/QI agent will review up to 5,000 cases that have been identified by the Department. This will include a review of the patient's diagnosis, services that have been delivered and services that are on the plan of care to be delivered, as well as an analysis of alternative services that may be more appropriate to meet the patient's ongoing medical needs.

4. Quality Improvement Projects (two annually)

In conjunction with the Department, the UR/QI agent will develop a project work plan and deliverable schedule for implementing two annual quality improvement projects set forth in Section III.D. Quality Improvement Projects.

To assure consistency in the preparation of the Technical and Cost Proposals, it is requested that the UR/QI agent base its QIP projections on review of 75 medical records at each clinic site for a total of 2,250 reviews. These projections are not binding and are subject to change based on needs of this contract.

5. Unanticipated Workload

Additional reviews may be required by the Department as they relate to: bioterrorism issues; general chronic disease conditions affecting public health; infectious disease outbreaks as well as providing expert medical testimony in judicial proceedings (for example, Medicaid fair hearings) resulting from review determinations and other Medicaid reviews involving special projects or topics.

In order to allow the Department and the contractor to negotiate a fair price for these unanticipated activities, the cost proposal must include a price list for the various personal services required for these types of activities, including hourly rates for MDs, review and data staff, administrative and support personnel.

These prices, the total dollars bid as well as the bidder's agreement to conduct these activities, will become part of the final contract and will be part of the evaluation process See Attachment 7, Cost Proposal Form 1.3 for the workload estimates to be used by the bidder to arrive at the total dollars bid for this activity.

6. Start-Up Activities

A 3 month start up would include all activities the contractor will undertake to implement the review system within 90 days of the award. This includes notifying providers, hiring staff, establishing an office in New York State where necessary. A detailed start up plan is required as part of the Technical Proposal. A one-time start-up cost may be charged and must be included in the cost proposal.

P. Data Requirements

The UR/QI agent must maintain a data and information system that will fulfill its responsibility for case selection, reporting, record retrieval, profiling, and analysis using large databases as described in this RFP and attachments. The UR/QI agent must have the ability to accept data files in a variety of formats from various providers and field staff. Previous experience working with Medicaid data specifically, including scope, capacity, and outcomes is important. The bidder's proposal should provide a complete description of the data processing system that will be used in completing the utilization review and quality improvement activities described in the Scope of Work and contain any future plans to expand or enhance the system.

In order to maintain data security, the UR/QI agent's data processing system should include, but is not limited to, the following components:

- Protection of the individual's privacy, including compliance with HIPAA requirements;
- Physical security;
- Employee screening process;
- Passwords and any other security methods in place.

The UR/QI agent's data processing system must provide for data backup and recovery. Disaster planning for off-site secure storage of files and a plan for offsite operation in case of a building disaster is required. The bidder should provide a detailed description of their plan for administering the data requirements of the RFP including a plan for power outages, viruses, etc.

It is expected that the UR/QI data system would operate primarily using data from the Medicaid billing system and the results of the contractor's review determinations. In order to access Medicaid client data, a Data Exchange Application and Agreement (DEAA) will be required. Medicaid claims will likely

compose the universe from which samples of cases are selected. The bidder is expected to provide, as part of its proposal, a methodology for selecting cases for chart review based on the review categories set forth in the Scope of Work. In consultation with the Department, the UR/QI agent will also establish selection criteria for claims to be included in the QIP studies. Using the defined criteria, the Department will provide necessary claim detail to the UR/QI agent to conduct these activities.

The UR/QI agent, in consultation with the Department, will establish selection criteria for home-based service retrospective utilization review and will request records from the provider for UR activities.

The bidder's proposal must demonstrate their capability to void and adjust hospital claims resulting from UR/QI determinations. Inpatient records including emergency room (ER) records, for UR activities will be selected by the contractor using the inpatient and ER portions of the Medicaid Analytic Extract (MAE) file which will be provided to the contractor on a routine basis (see Attachment 16: Medicaid Analytical Extract File Layout).

The contractor's data system will be used to:

- Select review samples based on predetermined case selection criteria;
- Profile Medicaid utilization practices to identify unusual patterns of care;
- Generate review work sheets and other documents related to the review sample;
- Track completion of sample case reviews;
- Provide the Department and providers with information gathered from pattern analysis activities including:
    - Profiles of quality of care concerns from individual chart reviews;
    - Quality Improvement Project results as defined in Section III.D;
- Analyze denial activities, DRG changes, etc. obtained from case review findings.
- Analyze and report changes in Medicaid utilization patterns.
- Void and adjust Medicaid claims to reflect UR/QI determinations.
- Conduct risk assessments and predictive modeling as needed to support UR and QI activities.

The UR/QI agent will maintain a database of the results of all reviews completed and demonstrate a capability to track the status of its activity on each case in progress. The UR/QI agent must maintain a database of all inpatient Medicaid payments from January 1, 2008 through the end of the contract period and provide the Department with ongoing reports regarding Medicaid utilization patterns.

The UR/QI agent will also utilize its data system to identify categories of services/providers that exhibit variations in patient outcomes, lengths of stay, UR denials, etc. that may be of concern either with an individual provider, a region of the State, or on a statewide basis. Bidders should set forth the methodology for conducting this data gathering and analysis activity. When variations in care are identified the UR/QI agent will be required to provide this information to the provider and the Department and recommend a plan for correction.

Q. Criteria

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

R. Reconsideration

The UR/QI agent shall provide reconsideration, as a result of its own medical necessity or appropriateness of care denial determination, upon request of a practitioner or provider. The UR/QI agent shall utilize a formal denial notice that is subject to approval by the Department.

The reconsideration shall consist of a review of all medical and claims records pertinent to the case in question by a physician who is not associated with the original denial, nor responsible for the care of the patient, and is experienced in specialties that match the type of care under review. The reconsideration determination must be typed (not hand written) explaining the rationale for the decision.

S. Contractor (UR/QI) Evaluation

The contractor (UR/QI agent) will be evaluated and monitored by the Department to determine its success in implementing a cost effective system for conducting the activities set forth in Part A, Medicaid Utilization Review and Quality Improvement Activities of this RFP.

The contractor will also be evaluated on:

- Ability to work cooperatively with the Department including responsiveness and flexibility;

- The timely and effective performance of the reviews required in the Scope of Work including the accuracy of its review determinations;

- The accurate and timely reporting of review findings to the Department;

- The accurate and prompt reporting of adjustments/recoupment actions to the Department and the Fiscal Agent;

- Maintenance of a complete and accurate database containing review results and inpatient paid claims files and QIP claims detail.

Section IV. Proposal Requirements – Instructions to Bidders (Part A: Medicaid UR/QI Activities)

A. Overview

This section provides directions to bidders in preparing proposals in response to Part A, Medicaid Utilization Review and Quality Improvement Activities of this RFP. The Scope of Work, Program Design and Workload Projections and Requirements are set forth in Section III: Detailed Specifications - Scope of Work. The following material provides requirements for the contents of the Technical Proposal and Cost Proposal.

B. Technical Proposal

Bidders are to develop and include in their Technical Proposal a detailed start-up plan, a deliverable schedule and ongoing plan for implementing the review activities set forth in Part A: Medicaid Utilization Review and Quality Improvement Activities, Section III: Detailed Specifications - Scope of Work. The proposal must address all requirements set forth in Part A: Medicaid Utilization Review and Quality Improvement Activities, of this RFP. The bidder is required to provide evidence to support and demonstrate the effectiveness of the specific approaches it will use to conduct medical reviews and QI activities. The proposal should provide data to support estimates of the impact on Medicaid expenditures and the utilization of services resulting from the implementation of the Scope of Work by the contractor. This evidence may be past performance of the organization; published data on UR/QI programs or other relevant information. This evidence needs to be substantiated and its relevance to the NYS Medicaid program discussed and demonstrated. The bidder must demonstrate the ability to meet the review program requirements and goals and objectives.

Bidders are to develop and include in their proposal a plan for implementing the review activities and data responsibilities as set forth in the RFP. The proposal must address all aspects of the Scope of Work and reflect an understanding of the scope and purpose of the Department's review activities and of the need for the various tasks required under the contract. The Technical Proposal shall include nine (9) separate sections, presented in the following order.

1. Transmittal Letter
2. Table of Contents
3. Executive Summary
4. Goals and Objectives
5. Understanding of Work
6. Methods and Procedures (Work Plan and Deliverable Schedule)
7. Organization, Experience and Personnel
8. Data Management and Reporting
9. Technical Proposal Forms (Attachment 8)

Each section in the Technical Proposal must include, at a minimum, the items listed in this section in the order presented. Proposals shall be direct, clear, and concise.

No reference to, or inclusion of, pricing information shall appear in any section of the Technical Proposal. However, historical data on gross cost savings, which does not include any reference to the cost of conducting this activity, is allowed.

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

- Use letter size paper (8.5 x 11 inch), single sided text.
- Submit in three (3) ring binders.
- Use tab dividers for each section of the proposal.
- Clearly number pages of the proposal, with each section of the proposal separately numbered and identified in the Table of Contents.

1. Transmittal Letter

   The transmittal letter should be submitted on the official business letterhead of the bidder proposing to be the prime contractor and should be signed by an individual legally authorized to bind the bidder to the proposal and to a contract.

   The Transmittal Letter shall include the following:

   - A statement that the bidder accepts the terms and conditions as stated in the RFP and
   - A statement that the bidder will be responsible to the Department for performance of all work specified in the RFP, including work assigned to subcontractors.

   In addition to the Transmittal Letter, the bidder must include a list of assurances (Attachment 2), signed on behalf of the bidder, by an authorized individual who attests that the assurances are true and accurate.

If the use of subcontractors is proposed, a letter from each proposed subcontractor, on the subcontractor's company letterhead, shall be included with the Transmittal Letter and shall be signed by an individual authorized to legally bind the proposed subcontractor, stating:

- the general scope of work to be performed by the subcontractor and the subcontractor's willingness to perform the work;

- the willingness of the subcontractor to accept and abide by the terms and conditions of the RFP including all confidentiality required; and

- the subcontractor has no conflict of interest with respect to conducting the duties and responsibilities of the RFP.

Bidders may not place any conditions, reservations, limitations, or substitutions in their proposal with regard to the contract language.

2. Table of Contents

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

3. Executive Summary

   The Executive Summary will condense and highlight the contents of the bidder's Technical Proposal in such a way to provide the Department with a broad understanding of the entire Technical Proposal. In addition, the Executive Summary will summarize the bidder's understanding of the goals and objectives of Part A, Medicaid Utilization Review and Quality Improvement Activities, of this RFP.

   The Executive Summary will include a clear and concise summary of the proposed approach to the Scope of Work and the proposed staffing structure and overall organization experience. The Executive Summary shall generally describe the capabilities and planned roles of any proposed subcontractor(s). The Executive Summary will include an estimate of the impact on the Medicaid program; i.e., gross cost savings, utilization processes and quality of care, resulting from the bidder's implementation of the Scope of Work.

4. Goals and Objectives

   The Department's overall UR/QI goals and objectives are discussed in Section III: Detailed Specifications - Scope of Work and throughout the RFP. In summary, the Department is interested in operating an effective UR/QI system to assure that medical services provided to Medicaid beneficiaries are necessary and appropriate and meet professionally recognized standards of care; and are provided in the most appropriate and economic level of care. In this regard, the Department is interested in reducing inappropriate or unnecessary Medicaid utilization and expenditures and inappropriate billings. In addition, the Department is interested in improving the process of care leading to improved patient outcomes through the implementation of two

annual Quality Improvement Projects as well as improving hospital NYPORTS reporting and evaluating care and Medicaid expenditures in diagnostic and treatment centers. In this section, the bidder is required to explain how their review activity will address the Department's UR/QI goals and objectives and display an understanding of New York State's Medicaid Program.

5. Understanding of Work

   The proposal shall reflect an understanding of the scope and purpose of the Department's review activities; of the need for the various tasks required under the contract including access to and understanding the environment in which the Medicaid program functions including an understanding of HIPAA requirements as they apply to this RFP.

6. Methods and Procedures (Work Plan and Deliverable Schedule)

   The bidder will be required to set forth a detailed work plan which describes how it proposes to implement and manage the activities set forth in Section III: Detailed Specifications - Scope of Work (Part A, Medicaid Utilization Review and Quality Improvement Activities) including but not limited to:

   - Utilization Review System;
   - Quality of Care Review System;
   - DRG Validation System;
   - Reporting/Staff Training;
   - Two Annual QIPs;
   - NYPORTS Validation;
   - D & T Center Evaluations;
   - Home-Based Services Reviews;
   - HIPAA Compliance;
   - Medical Criteria;
   - Cost Outlier Reviews, including timeframes and reporting.

   The proposal's work plan should fully describe how the bidder will carry out the required reviews set forth in Section III: Detailed Specifications - Scope of Work (Part A, Medicaid Utilization Review and Quality Improvement Activities). This should include at a minimum:

   - Start up activities;

   - An effective system for review and screening medical records for quality of care concerns which meet the goals and objectives of Part A, Medicaid Utilization Review and Quality Improvement Activities of this RFP;

- Methods, policies and procedures, etc., for conducting these reviews; where appropriate, provide data and/or evidence based on past experience, published data, or other appropriate information, etc. to justify a specific approach or decision on the conduct of specific reviews;

- Forms to be completed by review staff to record UR decisions, data input documents/formats, etc.;

- Description of the role and responsibilities by title for staff carrying out review functions; which staff are responsible for what tasks and decisions;

- Formats for reporting findings to the Department;

- Description of how the UR/QI agent will develop and maintain links and communication with providers including a system for transmitting ongoing review activity and required, periodic reports; feedback of results from QIPs; denials; changes in policy and procedures, etc.;

- Description of the primary location for conducting reviews; (i.e., onsite, UR/QI agent's office, phone system, etc.), rationale for this approach including impact on providers and estimated sample size (range) of individual provider audits which meet the scope of work requirements;

- Description of the plan to conduct retrospective utilization review of long-term CHHA services, including development of review criteria and methodology for data collection. Describe the methodology of evaluating the appropriateness of the level of services delivered or the recommendation of alternate level of care;

- Description of a methodology and criteria for selecting cases for inpatient utilization and quality assurance reviews including data or evidence to support this selection process. Describe the plan to evaluate the impact of utilization and quality assurance review activities of (1) Medicaid utilization of inpatient services; and (2) Medicaid inpatient expenditures.

- Description of the study design, methodology, criteria and work plan for conducting two annual quality improvement projects and description of the methodology to evaluate the impact of QIPs on process and quality of care. Description of internal control program including oversight and monitoring of any sub-contractors, if applicable.

- Estimate of the gross cost saving to the Medicaid program resulting from the implementation of the Scope of Work. Evidence is required to

support these estimates; i.e., past experience, published data, etc. and the relevance to the Medicaid program demonstrated. This data will be used to evaluate the bidder's experience in successfully conducting large scale medical review programs.

- The bidder must submit a schedule of deliverables as part of the Technical Proposal based upon requirements set forth in Section III: Detailed Specifications - Scope of Work (Part A, Medicaid Utilization Review and Quality Improvement Activities). The deliverable schedule needs to be presented in a tabular format listing specific activities for each deliverable annually and over the five year contract period plus any start up activities.

- A time line for projected annual activities over the life of the contract is also required as part of the work plan.

7. Organization, Experience and Personnel

The bidder must describe in detail their organizational structure including an organizational chart and the background and experience of its officers and executive staff as well as key staff assigned to this contract.

The proposal should describe and demonstrate the bidder's experience in conducting the activities described in the RFP including utilization review program and quality assurance, hospital auditing utilizing large-scale data systems, medical evidence-based QIPs, (including historical experience outcomes if available), and other relevant activities. Moreover, the bidder should demonstrate that the personnel (i.e., RN reviewer, physician confirmation) conducting the home-based services retrospective UR component have extensive experience and expertise in the home care setting.

All evidence used in the proposal regarding the bidder's experience must be documented and justified. Evidence based on current or past performance must be substantiated and demonstrate relevance to the Medicaid program. Proven success in conducting activities relevant to the requirements set forth in Section III, Scope of Work should be discussed.

The bidder's experience shall be evaluated based on how relevant this experience is to the Scope of Work to be performed by this contract. Experience gained within the last five years should be included and will be considered most relevant. The bidder is required to provide a list of current contracts within the last 2 years from the date of the release of this RFP, which relate to the activities in the RFP; i.e., UR, QA, QIPs, etc., contact persons (names, phone numbers) regarding these contracts, dates and scope of efforts, the Department reserves the right to contact these contractors regarding the bidder's performance. This information may be used by the

Department as part of an overall evaluation of the bidder's capabilities and experience.

The bidder's proposal shall contain a section that describes the educational background, professional experience, and special qualifications of the project director, medical director, review and data staff where appropriate, and other key personnel to be involved in the contract. The proposal shall specify how the personnel will be utilized and the percentage of time they will devote to this contract. All physicians and nurses used in review activities are required to be licensed in New York State.

The bidder's proposal shall describe the types and specialties of physicians who will be performing medical reviews and their availability to perform such review.

The proposal must include the educational background, experience and special qualifications of consultants to be involved in the contract as well as those of any proposed subcontractor.

8. Data Management and Reporting

The Technical Proposal will detail the approved method and formats for collecting, monitoring, and reporting data, conducting data analysis and generating reports required by this RFP.

The bidder will provide data confidentiality plans and procedures as well as its plan for meeting HIPAA requirements as they relate to the RFP, including all subcontractors.

The bidder will provide a complete description of its data processing system that will be used in completing the UR/QI activities described in Section III: Detailed Specifications - Scope of Work (Part A, Medicaid Utilization Review and Quality Improvement Activities). The technical feasibility as well as the capability to void and adjust improper hospital claims resulting from UR/QI determinations will be evaluated. The bidder will describe any previous experience working with Medicaid data files. The bidder shall also include a complete description of its data processing system and reporting process that will be used in conducting the two annual quality improvement projects as defined in Section III: Detailed Specifications - Scope of Work (Part A, Medicaid Utilization Review and Quality Improvement Activities), Sections III.D. of this RFP (see Part A, Section III.P. for a description of Data Requirements).

9. Technical Proposal Forms (Attachment 8)

The bidder must complete three (3) Medicaid Technical Proposal Forms:

- Direct Staffing Summary - Technical Form #1
- Indirect Staffing Summary - Technical Form #2
- Position Description Form - Technical Form #3

The information provided will be used in evaluating the bidder's Technical Proposal.

C. Cost Proposal

The bidder must submit a Cost Proposal separate from the Technical Proposal. The Cost Proposal must be provided in a separately sealed envelope labeled in bold “Cost Proposal”. **No financial information is to be included in the Technical Proposal.** The Cost Proposal must be fully supported by cost data adequate to justify the proposed bid. Price will be a significant consideration in the selection of qualifying proposals, but the award will not necessarily be made to the bidder with the lowest price.

The Cost Proposal shall include seven (7) separate sections, presented in the following order:

1. Bid Form (see Attachment 3)
2. Proof of incorporation and financial viability
3. Cost Proposal Forms (see Attachment 7)
4. State Consultant Services Form (Attachment 6)
5. Documentation of designation as a QIO or QIO-like entity eligible to receive the 75% FFP
6. Minority and/or Women Owned Business Enterprises (M/WBE) Utilization Plan
7. New York State Taxation and Finance Forms – ST-220-TD and ST-220-CA)

Each section of the Cost Proposal must include at a minimum, the items listed above. Proposals should be direct, clear and concise. Proposals will be reviewed for the mathematical accuracy of the submitted Cost Proposal forms. The Department reserves the right to reject any proposal with discrepancies in the Cost Proposal.

1. Bid Form – Attachment 3

   This form must accompany the Cost Proposal. It presents the total bid price and includes questions on prior non-responsibility, procurement terminations or withholds of the bidder and certifies that all information is complete and accurate. **Please note: The total bid is the annual bid, multiplied by five, plus start up costs.**

2. Proof of Incorporation and Financial Viability

   The financial and cost proposal information must include proof of incorporation and financial viability i.e. independent financial audits; Dunn and Bradstreet reports etc. This information should include if available a minimum of three (3) years of audited financial statements. It is the bidder's responsibility to demonstrate financial capability to the satisfaction of the State.

   Bidders must pass an evaluation of financial strength to be determined "qualified" for further considerations. A bidder's financial strength and stability, along with that of any proposed subcontractors, will be examined to ensure sufficient assets are available to perform the magnitude of services required.

3. Cost Proposal Forms – Attachment 7

   Based upon the projected workload outlined in Section III: Detailed Specifications - Scope of Work (Part A, Medicaid Utilization Review and Quality Improvement Activities); the bidder must complete and supply any narrative explanation considered necessary and appropriate to assist the Department in its understanding and evaluation of the financial data provided in the Medicaid UR/QI Cost Proposal Forms set forth in Attachment 7.

   <u>Cost Proposal Forms 1, 1.1, 1.2, 1.3</u>
   These forms are used to present the bidder's fixed price bid for the required deliverables. Unit prices and total dollars requested are to be provided for the various tasks listed. Since this is a price contract, not a cost contract, indirect costs should be included in the total price. This information will be used to score the bidder Cost Proposal. **Please note the total bid is the annual bid multiplied by 5 plus any start-up fees.**

4. State Consultant Services Form (Attachment 6)

   Form A of the State Consultant Services Forms should be 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 is completed annually for the period April 1 through March 31 and must be submitted by May 15th of each year of the contract (see Instructions in Attachment 6).

5. Documentation of QIO or QIO-like Designation

   If an organization is claiming 75% Federal Financial Participation it must provide current documentation of its designation as a QIO or QIO-like entity eligible to receive the 75% FFP. The level of FFP will be used in evaluation

of total bid, i.e., the total bid will be reduced by the level of FFP to arrive at the net price.

6. The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from a M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services. The goal for usage of M/WBE's is at least 10% of monies used for contract activities. In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment 21) and submit this Plan with their bid documents.

   Bidders that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such bidders must simply provide evidence of their certified status.

   Failure to submit the above referenced Plan (or evidence of certified M/WBE status) will result in disqualification of the vendor from consideration for award.

7. New York State Taxation and Finance Forms
   The bidder's cost proposal should include a copy of both the New York State Taxation and Finance Form, ST-220-TD – Contractor Certification (Attachment 9) that was submitted to the New York State Department of Taxation and Finance and Form ST-220-CA – Contractor Certification to Covered Agency (Attachment 10). Both forms will become part of the successful bidder's contract.

D. Method of Award – Criteria for Selection

1. Overview

This section of the RFP sets forth the criteria to be used by the Department for evaluation of the Technical and Cost Proposals submitted in response to the Department's RFP for utilization review and quality improvement activities. All bids must contain two separate proposals: a Technical Proposal (75 percent of total score) and a Cost Proposal (25 percent of total score). Each Proposal will receive a numerical score based on the values associated with the criteria listed below.

2. Preliminary Review (Pass/Fail Criteria)

The bidder is responsible to meet and pass the following provisions:

- submit the complete proposal by the time and date required by the RFP;

- submit two separate components: a Technical and a Cost Proposal;

- submit signed Bidder's Assurances (Attachment 2).

If the bidder fails any of these provisions the proposal is considered incomplete and will not be scored.

3. Proposal Formatting Requirements

Formatting and submission requirements for the proposal are defined as follows:

- submit an original and five (5) copies of the Technical Proposal and an original and five (5) copies of the Cost Proposal;

- submit one copy of the Technical Proposal unbound;

- submit one copy of the Cost Proposal unbound;

- submit one (1) CD ROM of the Technical Proposal and one (1) CD ROM of the Cost Proposal;

- submit separate proposals clearly marked on the outside cover;

- prepare proposals on letter size (8.5 x 11) paper, single sided text;

- submit Technical Proposals in a three ring binder;

- organize the proposal with tab dividers identifying each section;

- clearly number pages of the proposal, with each section of the proposal separately numbered and identified in the Table of Contents; and

- prepare and format the Technical Proposal with the following sections: Transmittal Letter, Table of Contents, Executive Summary, Goals and Objectives, Understanding of Work, Methods and Procedures, Work Plan and Deliverable Schedule, Organization and Personnel, Data Management and Reporting, and Technical Proposal Forms.

4. Understanding of UR Systems and Review Programs

Bidders will be evaluated on how well they demonstrate scope of knowledge and ability to translate the review goals and requirements contained in the RFP into an effective and efficient review and quality improvement program pursuant to Federal/State Medicaid statutes, regulations, policies and practices. The bidder will be expected to have knowledge of the Medicaid environment in which UR and quality improvement activities takes place including identification of issues and obstacles to implementing an effective review system and proposed solutions. The bidder's understanding of the nature, scope and purpose of the various required reviews, quality improvement projects (QIPs) and home-based services utilization review will also be evaluated.

5. Technical Approach

   a. The bidder’s overall annual and five year work plans will be evaluated on the quality of task definition including a statement of expected problems and proposed solutions with respect to conducting all required review activities set forth in Part A, Medicaid Utilization Review and Quality Improvement Activities of the RFP; meeting the data system requirements, and the overall project management plan. Specific attention will be given to the bidder’s understanding and demonstrated ability to develop, implement, and manage an effective quality and utilization review program, with a specific focus on the potential for reducing inappropriate or unnecessary Medicaid expenditures.

      The bidder will also be evaluated on its demonstrated and anticipated ability to successfully improve the quality and/or processes of care provided to Medicaid beneficiaries and its relevancy to the New York State Medicaid Program, including the bidder’s ability to identify expected problems and proposed solutions for conducting UR/QI activities.

   b. The bidder will be evaluated on its plans to coordinate and develop linkage with physicians, hospitals, clinics, home-based service agencies, community coalitions, and other community resources in New York State.

   c. In addition to the above, particular attention will be paid to the bidder’s:

      - process for chart reviews and compliance with scope of work requirements;

      - process for cost outlier reviews;

- methodology and criteria for selecting cases and facilities for review and reporting results;

- methodology, proposed interventions, and evaluation strategies in conducting QIPs;

- overall plan for review/screening and addressing quality of care issues;

- methodology and criteria for developing and implementing a retrospective review of long-term CHHA services;

- location of the proposed review activities (onsite at the hospital or other) and its impact on providers and beneficiaries.

d. The Technical Proposal will be evaluated on the completion and timeliness of its deliverable schedule as well as its management and implementation plan for conducting review activities. The Department is interested in starting review activities within 90 days of the execution of the contract and does not contemplate any significant start-up delays, i.e., over 90 days.

e. The bidder’s policies and procedures for monitoring internal effectiveness (including sub-contractors, if applicable) will be evaluated.

f. The appropriateness of the staffing levels and qualifications for each task will be evaluated with respect to their feasibility/adequacy to complete the required work in a successful manner and fully support the bidder's work plan. The bidder needs to provide rationale/justification i.e. workload estimates to demonstrate the feasibility of their staffing model.

6. Personnel

The credentials and expertise of the personnel involved (including sub-contractors and consultants, if applicable) in the UR, QIP programs will be carefully evaluated. The bidder’s proposal will be judged on the skills, type, and length of experience of the individuals proposed as well as the extent to which the appropriate disciplines are adequately represented. Evidence of staff experience may include résumés, publications and work references, etc.

7. Organization, Experience, and Capability

a. Evidence of the organization's experience and ability to implement the UR and QIP program within the specified time frame will be reviewed

and evaluated. Experience over the past 5 years will be considered as most relevant. Evidence, which demonstrates this experience and ability, may include published reports; programmatic data; and documentation of past experience. Evidence of experience working with Medicaid data files will be reviewed and evaluated. The relevance of this experience to the NYS Medicaid Program will be evaluated.

b. The bidder will also be judged on the extent to which their proposal reflects experience in the subject area and can reasonably be expected to successfully complete the tasks required by the proposal.

c. Bidders must provide the names, addresses, telephone numbers and contact persons for contracts within the past two years which the bidder feels are relevant to the activity of this RFP. These references may be contacted by the Department as a means of confirming representation made in the proposal. The references listed should be recent, i.e. someone the bidder has engaged in business with within the most recent two-year period. This information will be used by the Department as part of an overall evaluation of the bidder's capabilities and experience.

8. Data Proposal

The bidder's approach to data collection, analysis and reporting will be evaluated based on the goals and objectives set forth in Part A, Medicaid Utilization Review and Quality Improvement Activities.

Particular attention will be paid to the technical feasibility of the data proposal, its cost effectiveness, the methodology for case selection, and the ongoing evaluation of impact of the review system on Medicaid utilization, quality and expenditures.

Experience with or demonstrated ability to handle large scale data systems, particularly Medicaid data sets; ability to accept large data files in a variety of formats; to coordinate and integrate the data and review system; to maintain a database of results from reviews and the ability to track the status of reviews; ability to collect inpatient and select outpatient claims data, to void and adjust claims, and to recoup denied Medicaid expenditures will be evaluated .

The Scope and purpose of data collection/analysis and reporting functions will be evaluated as well as the bidder's proposal regarding:

- proven successful experience in working with Medicaid claims data;

- profiling of Medicaid utilization practices to identify unusual patterns of care;

- selecting review samples based on the profiles;
- generating review work sheets and other documents related to the review sample;
- tracking completion of sample cases;
- collecting and reporting review findings;
- tracking and evaluating impact of review determinations on Medicaid utilization and expenditures;
- processing recoupments;
- experience in conducting, monitoring and analyzing QIP activities;

9. Cost Proposal

The bidder is expected to submit an annual fixed price proposal. **This will be multiplied by five and start-up fees will be added to determine the final bid**. The Cost Proposal of each bidder will be evaluated separately from the Technical Proposal. The pricing information must be correlated to the schedule of deliverables and projected workload described in the RFP and outlined in the bidder's deliverable schedule. Information must be provided in detail sufficient to document how the annual final price was determined. (See Attachment 7) Price will be a major consideration in the selection from qualifying proposals, but the award will not necessarily be made to the bidder with the lowest bid.

The Cost Proposal must include proof of incorporation and financial viability. This information should include if available a minimum of three (3) years of audited financial statements or other appropriate documentation including credit report, Dunn & Bradstreet Reports, etc. The bidder is required to demonstrate financial viability to the satisfaction of the state.

The level of Federal Financial Participation (FFP) will be incorporated into the evaluation. Currently, the Centers for Medicare and Medicaid Services (CMS) provides 75% Federal Financial Participation to states who contract with a federally designated Quality Improvement Organization or Quality Improvement Organization-like entity; Federal Financial Participation to states for contracts with other review organizations is set at 50%.

To qualify for the 75% FFP the bidder must provide documentation as to their designation by CMS as a Quality Improvement Organization or as a Quality Improvement Organization-like entity, eligible for 75% FFP.

The net price or bid, i.e., the total bid reduced by the FFP, will be utilized for comparing bids and awarding points. The proposal with the lowest net bid will receive the maximum Cost Proposal score, other bidders will receive proportional scoring in relationship to the lowest bid.

Section V. ADMINISTRATIVE (Part A: Medicaid UR/QI Activities)

A. Issuing Agency

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

B. Qualified Organizations

The Department will accept proposals from health care review organizations, health care organizations with the potential to initiate the review programs described in this RFP; business groups and councils interested in conducting the functions described in this RFP; health care insurers and other existing or potential proprietary or private review organizations. In order to qualify an organization must be composed of, or have available to it, the services of licensed doctors of medicine, osteopathy and other health care professionals with the experience and training necessary to conduct the required review activities.

A review agent must **not** be a health care facility provider, an association of health care facilities, or a health care facility affiliate in New York State. The potential contractor must provide assurance that it has no conflict of interest with respect to conducting the duties and responsibilities in this RFP.

It is preferred that the contractor establish an office in or near New York State for the purpose of carrying out the activities and responsibilities of the RFP, including but not limited to on-site reviews in Article 28 hospitals and clinics, D & T centers, home-based service agencies and health centers throughout New York State that participate in Quality Improvement Projects. The bidder should also be available for face-to-face meetings with Department staff in Albany or New York City on a quarterly basis.

The bidder must include an Attachment to the Technical Proposal that includes the assurances listed in Attachment 2. The assurances must be signed, on behalf of the bidder, by an authorized individual who attests that the assurances are true and accurate.

C. Inquiries

Any questions concerning this solicitation must be submitted in writing to this address and received no later than the date specified in the Schedule of Events:

Beverly Pasley
NYS Department of Health
Empire State Plaza
Tower Bldg. Rm. 1864
Albany, New York 12237

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/ by the date specified in the Schedule of Events Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

D. Bidders' Conference

A conference for prospective bidders will not be held.

E. Submission of Proposals

Bid Proposals shall be prepared in two (2) components: a Technical Proposal and a Cost Proposal, prepared in accordance with the requirements stated in this RFP. The Technical Proposal and the Cost Proposal must be submitted under separate sealed cover. One (1) copy each of the Technical and Cost proposals must be unbound. One copy of the Technical and Cost Proposal must also be submitted on CD ROM in a Microsoft Office or Adobe Acrobat (PDF) format.

The outside cover of the separate, sealed package containing the Technical Proposal shall be clearly marked by Proposal Activity (Medicaid UR/QI Activities) and Proposal type (Technical Proposal), followed by the Bidder's Name.

Example: New York State Department of Health
Medicaid UR/QI Activities
Technical Proposal
(Bidder's Name)

The outside cover of the separate, sealed package containing the Cost Proposal shall be clearly marked with the Proposal Activity (Medicaid UR/QI Activities) and Proposal type (Cost Proposal), followed by the Bidder's Name.

Example: New York State Department of Health
Medicaid UR/QI Activities
Cost Proposal
(Bidder's Name)

Responses to this solicitation should be directed to:

Beverly Pasley
NYS Department of Health
Empire State Plaza
Tower Bldg. Rm. 1864
Albany, New York 12237

It is the bidders' responsibility to see that bids are delivered to the Tower Building

Room 1864 no later than 4:00 pm on the due date. **Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to Room 1864 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 IV: Proposal Requirements – Instructions to Bidders must be provided at the time the proposal is submitted.

The Department will evaluate the proposals according to the criteria set forth in this RFP. Only those bidders who furnish a complete proposal will be considered for evaluation.

F. 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 <u>all</u> 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.

G. Payment

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

Gerald Stenson
Bureau of Hospital and Primary Care Services
NYS Department of Health
Hedley Park Place, Suite 303
433 River Street, 6th Floor
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. For the UR/QI reviews including home-based services reviews, payment terms will be based on the successful completion of the deliverables set forth in the scope of work and paid according to the bid price for each activity.

Payment will be based on the proportion of deliverables that are completed at each payment period. For the Quality Improvement Projects, payment terms will be based upon workplan activities successfully completed each quarter and their associated percent of the annual amount requested for each QIP. For example, the UR/QI agent lists five (5) asthma QIP activities to be completed in the first quarter and estimates that these activities account for twenty percent of the total annual amount requested for the asthma QIP. If all five activities are completed in the first quarter, the voucher submitted for that quarter will be for 20% of the total annual amount requested for the asthma QIP. The payment methodology will be determined with the successful bidder and specified in the contract, including the periodicity of payments.

H. Term of Contract

This agreement shall be effective upon approval of the NYS Office of the State Comptroller. The expected contract term is for 5.25 years, anticipated to begin on April 1, 2009, including up to a 3 month start-up period, with reviews commencing July 1, 2009 and continuing through June 30, 2014, subject to availability of funds, approval by the Office of the State Comptroller, and successful performance by the contractor.

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

The proposal's bid price will remain fixed for the 5.25 years of the agreement. Rate increase requests will be considered after this period if the contract is extended. In

general, the maximum permitted cost increase will be the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the twelve month period ending two months before the end of the contract. The increase in the CPI-W will be based on that issued by the United States Department of Labor for New York - Northern New Jersey for "All Items". Requests for price increases greater than that amount, such as minimum wage increase, must include an explanation of the special circumstances, along with complete documentation of the increased cost. In any case, rate increases may not exceed five percent (5%). Any increase must have the approval of the Office of the State Comptroller.

The Department will be awarding two contracts, one for each functional area:

- Medicaid Utilization Review and Quality Improvement Activities – Part A of the RFP;
- AIDS Intervention Management System Activities – Part B of the RFP.

Proposals for each function are to be submitted separately as set forth in the RFP and will be reviewed independently. Therefore, each proposal for each function must be complete and stand alone.

I. 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 the date of award announcement.

J. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at https://portal.osc.state.ny.us. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 5).

K. 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.

L. Lobbying Statute

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

1. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
2. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
3. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
4. authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
5. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
6. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and

debarment;

7. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
8. modifies the governance of the New York State Commission on Public Integrity on lobbying;
9. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
10. increases the monetary threshold which triggers a lobbyists obligations under the Lobbying Act from $2,000 to $5,000; and
11. establishes the Advisory Council on Procurement Lobbying.

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

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

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Commission on Public Integrity (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.

M. 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.

N. 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/

O. 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.

P. Piggybacking

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

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

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

    - **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
    - **DB-120.1** – Certificate of Disability Benefits Insurance
    - **DB-155** – Certificate of Disability Benefits Self-Insurance

- APPENDIX H - Health Insurance Portability and Accountability Act (HIPAA)

- APPENDIX I – Medicaid Confidential Data/Protected Health Information Privacy Language

R. Additional Conditions Affecting Bidders – Medicaid UR/QI

Submission of a proposal indicates acceptance of all the conditions contained in this RFP. In addition, NYSDOH reserves the following rights:

1) To adopt any part or all of the bidder's proposal;
2) To accept or reject any of the contractor's employees assigned to this project and to require their replacement at any time;
3) To utilize any or all of the ideas from proposals submitted without limitation;

Section VI. Attachments (Part A: Medicaid UR/QI Activities)

1. Letter of Interest
2. Bidder's Assurances
3. Bid Form
4. No Bid Form
5. NYS Office of the State Comptroller Vendor Responsibility Questionnaire and Attestation
6. State Consultant Services Forms A and B and Instructions for Completion
7. Cost Proposal Forms
8. Technical Proposal Forms
9. NYS Taxation and Finance Contractor Certification Form ST-220-TD
10. NYS Taxation and Finance Contractor Certification Form ST-220-CA
11. Part 86.159 Readmission Requirements
12. Health Facility Memorandum 87-96
13. List of Acute Care Hospitals in New York State
14. D & T Survey Regulations
15. NYPORTS Include/Exclude List
16. Medicaid Analytical Extract File Layout
17. Appendix A: Standard Clauses for All New York State Contracts
18. Appendix D: General Specifications
19. Appendix H: HIPAA Business Associate Agreement – Confidentiality Agreement
20. Appendix I: Medicaid Confidential Data/Protected Health Information Privacy Language
21. Bidders Proposed M/WBE Utilization Plan
22. Proposal Checklist

Attachment 1

Letter of Interest to Develop a Proposal in Response to RFP
Part A: Medicaid Utilization Review (UR) and Quality Improvement (QI) Activities

This is to notify the New York State Department of Health of this bidder's intention to develop a proposal in response to Part A of this RFP. It is understood that this Letter of Interest is optional and not binding on either party but simply alerts the Department of Health of the bidder's intentions and assures the bidder will receive all further correspondence on this RFP.

This Notice should be returned via mail or fax to:

Ms. Beverly Pasley
NYS Department of Health
Empire State Plaza
Tower Building, Rm. 1864
Albany, NY 12237
(518) 486-9012
Fax: (518) 473-8169

1. **Name of Potential Proposing Organization:**

_____

2. **Organization Address:**

Street:_____

City: _____ State: _____ Zip: _____

Telephone: (____) _____ FAX: (____)_____

E-mail: _____

_____
Authorized Signature Date

Attachment 2

Bidder's Assurances
Part A: Medicaid Utilization Review and Quality Improvement Activities

The Bidder's Assurances form **MUST** be signed in ink by an official authorized to bind the organization to the provisions of the RFP and Proposal. **Proposals which do not include this signed form will be considered non-responsive, resulting in rejection of the Proposal.**

- The bidder accepts the terms and conditions as stated in the RFP.

- The bid is valid for a period of two hundred forty (240) calendar days from the date of submission of the proposal.

- The bidder agrees to be responsible to the Department for performance of all work specified in the RFP, including work assigned to subcontractors.

- The bidder assures that the detailed work plan and schedule of deliverables set forth by the organization as its Technical Proposal will fulfill all statewide requirements as described in the RFP and will provide for the dedicated qualified staff, space, expertise and capacity to fulfill contract deliverables.

- The bidder assures that the organization and its employees, subcontractors, consultants, volunteers, and subsidiaries, are not and will not be directly or indirectly involved with any provider or parties whose activities would represent a conflict of interest with respect to conducting the duties and responsibilities outlined in this RFP.

- The bidder assures the organization and its employees, subcontractors, consultants and volunteers will implement and maintain policies and procedures to assure the confidentiality of personally identifiable data and information or records pertaining to patient care including compliance with all pertinent Health Insurance Portability and Accountability Act (HIPAA) requirements and Article 27F of the Public Health Law.

- The bidder assures its ability to secure an indemnity (for at least $5,000,000) to protect the organization and, in turn, the State against any loss of claim incurred as a result of carrying out the duties and responsibilities of this program.

- The bidder assures that no funds were paid or will be paid, by or on behalf of the bidder, to any person for the purpose of influencing or attempting to influence any officer or employee of the federal or state government with regard to obtaining a contract.

- The bidder assures that it conforms to vendor responsibility requirements of State Finance Law. The bidder has completed the Vendor Responsibility Questionnaire and Attestation Attachment 5.

_____ _____
Signature of Authorized Official Date

_____
Printed Name of Authorized Official

Attachment 3

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-CA (for procurements greater than or equal to $100,000)
☐	☐	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)

Attachment 4

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 5
Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section V, Administrative, J. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

☐ An on-line Vender Responsibility Questionnaire has been updated or created at OSC's website: https://portal.osc.state.ny.us within the last six months.

☐ A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.

☐ A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name:_____

Title:_____

Organization:_____

Date Signed:_____

Attachment 6

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)

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 7

COST PROPOSAL FORMS

MEDICAID UTILIZATION REVIEW /QUALITY IMPROVEMENT

The following Cost Proposal Forms are to be used in submitting a proposal in response to Part A of this RFP – Medicaid UR/QI:
Note: All forms must be completed.

Annual Cost Proposal Form 1 -	Annual Cost Proposal Form (UR/QI BF-1):
UR/Cost Proposal Form 1.1 –	Medicaid UR/QI Annual Price Schedule (UR/QI BF-1.1)
UR/QI Cost Proposal Form 1.2 –	QIPs Annual Expenses (UR/QI BF-1.2)
UR/QI Cost Proposal Form 1.3 –	Price Sheet for Unanticipated Work

ORGANIZATION:
CONTRACT PERIOD:

MEDICAID UR/QI

COST PROPOSAL FORM 1

ANNUAL COST PROPOSAL FORM

Instructions: For each category area provide an annual fixed price amount. Please refer to individual cost proposal form to provide information on detailed deliverables.

ALL AMOUNTS MUST BE ROUNDED TO THE NEAREST DOLLAR.

Category	Deliverables	Total Dollars Requested
Utilization and Review:		
Chart Reviews	Refer to UR/QI Cost Proposal Form 1.1 (Category 1)	$
D & T Surveys	Refer to UR/QI Cost Proposal Form 1.1 (Category 2)	$
Home-Based Services:		
Retrospective Case Reviews	Refer to UR/QI Cost Proposal Form 1.1 (Category 3)	$
Quality Improvement:		
QIP 1	Refer to UR/QI Cost Proposal Form 1.2	$
QIP 2	Refer to UR/QI Cost Proposal Form 1.2	$
Unanticipated Work	Refer to UR/QI Cost Proposal Form 1.3	$
	Total Annual Bid:	$
	Total 5 Year Bid:	$
	Start Up Fees:	$
	*** Total Final Bid:**	$

* Total Final Bid is determined by the following:
(Annual Bid x 5) + Start Up Fees = Total Final Bid

ORGANIZATION:
CONTRACT PERIOD:

MEDICAID UR/QI

COST PROPOSAL FORM 1.1
ANNUAL EXPENSES
ANNUAL PRICE SCHEDULE

Category 1 (see Section III.O.1) Chart Reviews	**ESTIMATED ANNUAL REVIEW VOLUME**	**UNIT PRICE**	**AMOUNT REQUESTED**
Two Days to Home – ALC	200		
Cost Outliers	2,500		
Readmission	15,000		
Discharge Review	500		
Diagnostic Medical Admissions/Short Stays UR	25,000		
Transfers	1,000		
Random/Focused	5,000		
Specialty Hospital/Exempt Unit/Psychiatric Review	7,000		
DRG Concerns	46,000		
Mortality/Complications	10,000		
NYPORTS Reviews	2,100		
Concurrent Quality of Care	20,000		
Additional Quality of Care	5,000		
Specialist Consultant Review	800		
Category 1 *Total Amount Requested	**140,100**		

Category 2 (III.O.2)			
***Diagnostic and Treatment Center Surveys**	18		

Category 3 (III.O.3.a.)			
***Home-Based Services Retrospective Case Reviews**	5,000		

* Carry forward to Cost Proposal Form 1

ORGANIZATION:
CONTRACT PERIOD:

MEDICAID UR/QI

COST PROPOSAL FORM 1.2

QUALITY IMPROVEMENT PROJECTS (QIPs)
Section III.D and III.O.4

The UR/QI agent will conduct two annual Quality Improvement Projects (QIPs) per contract year. Using the below form, the UR/QI agent will provide a firm fixed annual price for all costs associated with conducting these projects. The bidder will develop and implement an annual QIP work plan and schedule of deliverables subject to DOH approval. The UR/QI agent will receive quarterly payments based upon workplan activities successfully completed each quarter and their associated percent of the annual amount requested for each QIP.

CATEGORY OF EXPENSE	Amount Requested
*** QIP 1:**	$
*** QIP 2:**	$

* Carry forward to Cost Proposal Form 1

MEDICAID UR/QI

ORGANIZATION:
CONTRACT PERIOD:

COST PROPOSAL FORM 1.3
(See III.O.5 of Scope of Work)
UNANTICIPATED WORK EXPENSE/PRICE

A. Item – Personal Cost (Including any Fringe and Overhead Costs)	**Price/Hour**	**Hours**	**Total Dollars**
Physician Reviewers		500	
RN Reviewers		1,000	
Medicaid Record Coders		300	
Administrative Staff (Professional)		400	
Data Staff		200	
Support Staff		300	
Subtotal A			$

B. Other Direct Costs as a % of Personal Cost	**% of Personal Cost**	**Subtotal A Total Percent Costs**	**Total Dollars**
Subtotal B			$

C. Total	**(Subtotal A + B)**
Total Dollars Bid for Unanticipated Work Carry forward to Medicaid Budget Proposal Form 1	$

UR/QI BF-1.3

Attachment 8

TECHNICAL PROPOSAL FORMS

MEDICAID UTILIZATION REVIEW /QUALITY IMPROVEMENT

The following Technical Proposal Forms are to be used in submitting a proposal in response to Part A of this RFP – Medicaid UR/QI:
All forms must be completed.

1. DIRECT STAFFING SUMMARY FORM (UR/QI TP-1)

2. INDIRECT PERSONNEL SERVICES SUMMARY (UR/QI TP-2)

3. POSITION DESCRIPTION FORM (UR/QI TP-3)

ORGANIZATION:
CONTRACT PERIOD:

MEDICAID UR/QI

TECHNICAL PROPOSAL FORM 1

DIRECT STAFFING SUMMARY

For each activity, list all position titles that will be utilized for that activity including the percent of full time equivalent of each tile and responsibilities and duties of each title. Use attachment if necessary.

ACTIVITY*	TITLES	FTE	TITLE RESPONSIBILITIES/DUTIES
Utilization and Review:			
Chart Reviews			
D & T Surveys			
Home-Based Services:			
Retrospective Case Reviews			
Quality Improvement:			
QIP 1			
QIP 2			

*PLEASE NOTE: Staffing for Unanticipated Work is not required on this form

ORGANIZATION:
CONTRACT PERIOD:

MEDICAID UR/QI

TECHNICAL PROPOSAL FORM 2

***INDIRECT PERSONNEL SERVICES SUMMARY**

For all UR/QI contract deliverables, list all individual titles and the percent of full time equivalent of each tile(s) that will be utilized to support contract deliverables. Use additional pages as necessary.

ACTIVITY	TITLES (List individual titles)	% Of FTE FOR EACH TITLE
ALL UR/QI Contract Deliverables		

*** Indirect Personnel Services: Staff used to support contract deliverables**

MEDICAID UR/QI

ORGANIZATION:
CONTRACT PERIOD:

TECHNICAL PROPOSAL FORM 3
POSITION DESCRIPTION FORM

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

Attachment 9

NYS Taxation and Finance Form ST-220-TD

This form may be accessed electronically at:

http://www.tax.state.ny.us/pdf/2007/fillin/st/st220td_507_fill_in.pdf

Attachment 10

NYS Taxation and Finance Form ST-220-CA

This form may be accessed electronically at:

http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf

Attachment 11

Part 86.159 – Readmission Requirements under DRGs

(m)(1) Readmission. A patient shall be defined as a readmitted patient (hereinafter "a readmission") for purposes of payment under the case-based payment system when the patient is discharged from a nonexempt hospital and readmitted to the same nonexempt hospital within thirty-one (31) days of the original discharge for the same or a related condition for which the patient was treated at the time of the original discharge. The days between the original discharge and subsequent admission shall not be considered in the determination of payment pursuant to this subdivision.

(2)(i) The hospital shall receive a case-based payment determined pursuant to the provisions of paragraph (4) of this subdivision for a readmission meeting the following criteria:

(a) the patient was a readmission and the appropriate payor determines pursuant to generally accepted standards of medical care that the readmission resulted from a premature discharge, or was for care which could have been provided during the first admission;

(b) the patient was admitted for surgery but surgery was delayed due to an operating room scheduling problem;

(c) a particular surgical team was not available during the first admission;

(d) a biopsy or other diagnostic procedure indicated the need for additional surgery which could have been performed during the first admission but was delayed until a second admission;

(e) the patient was admitted for surgery which had to be postponed because the patient had an infection or other medical problem which prevented surgery from being performed during the first admission;

(f) any bilateral procedure requiring more than one admission except staged procedures as listed in subparagraph (ii) of paragraph (3) of this subdivision;

(g) the patient was admitted for elective surgery with an unstable medical problem which could be treated on an outpatient basis;

(h) there was a delay in obtaining a specific piece of equipment or device required for surgery; or

(i) the patient was a maternity patient who was readmitted for delivery of a baby within 24 hours of having been discharged.

(ii) the hospital shall have the right to request the payor to reconsider its determination under this subdivision and shall have the right to submit additional documentation in support of its position. Such request and additional documentation shall be submitted within 30 days of the original determination of the payor. The payor shall act upon such request for reconsideration within 45 days from receipt of the request and complete documentation.

(3) Notwithstanding the provisions of paragraph (2) of this subdivision, the hospital shall be eligible to receive a case-based payment for each hospitalization if the hospital demonstrates that the readmission occurred under any of the following circumstances:

(i) the original discharge was a patient initiated discharge, i.e., the discharge was Against Medical Advice (AMA). The circumstances of such discharge and readmission shall be documented in the patient's medical record;

(ii) the readmission was for the following procedures and treatments that are performed in a staged manner:

First Admission Followed by Readmission for

(a) Cardiac catheterization Cardiac surgery, such as valve

(DRG 121, 122, 124 or 125) replacement or other cardiac procedures (DRG 105, 107 or 108).

(b) Aortogram (DRG 130 or 131) Resection (DRG 108, 110, 111 or 549).

(c) Cerebral angiography (DRG 15) Carotid endarterectomy (DRG 005 or 531).

(d) Bowel resection (DRG 146, 147, 148 Closure of colostomy (DRG 152 or or 149) 153)

(e) Cataract removal (DRG 39) Cataract removal (DRG 39)

(f) Mastectomy (DRG 257, 258, 259, 260 Mastectomy (DRG 257, 258, 259, or 261) 260 or 261)

(g) Endarterectomy (ICD-9-CM 38.12) Endarterectomy (ICD-9-CM 38.12)

(h) Chemotherapy (DRG 410) Chemotherapy (DRG 410)

(i) Angiography (ICD-9-CM 88.48, Vascular surgery (ICD-9-CM 38.48, 88.49, 88.66 or 88.67) 38.49, 39.29, 39.49, 39.56 or 39.59)

(j) Removal of infected AV fistula Replacement of graft (ICD-9-CM or bovine graft (ICD-9-CM Diagnosis procedure codes 39.56, 39.57 Code 996.62, Procedure Codes or 39.58). 38.60 - 38.69).

(4) When the appropriate payor determines that a patient's readmission was for any of the reasons described in paragraph (2) of this subdivision, the hospital shall receive the lesser of: the total of the case-based payments for the two separate admissions; or, the payment which would have been received pursuant to this Subpart by billing for a single case-based payment by combining, according to the principal reason for patient admission, those diagnoses and procedures of the readmission with the diagnoses and procedures of the original admission, and total medically necessary days in the combined admissions.

(i) If the application of paragraph (4) of this subdivision results in the payment being the total of the case-based payments for the two separate admissions, payment to the provider by the primary payor, secondary payor(s) or a patient assuming liability for coinsurance and deductibles shall be based on whether such payor was primary, secondary, or a patient assuming liability for coinsurance and deductibles at the time of the patient's discharge from the original admission except as described in paragraph (5) of this subdivision. The apportionment of the payment shall be determined in accordance with section 86-1.52(d) of this Subpart, applied to the total of the case-based payments for the two separate admissions.

(ii)(a) If the application of paragraph (4) of this subdivision results in the payment being based on combining the readmission and the original admission into a single case-based payment, payment to the provider by the primary payor, secondary payor(s) or a patient assuming liability for coinsurance and deductibles shall be based on whether such

payor was primary, secondary, or a patient assuming liability for coinsurance and deductibles at the time of the patient's discharge from the original admission except as described in paragraph (5) of this subdivision.

(b) The apportionment of the payment shall be determined in accordance with section 86-1.52(d) of this Subpart, applied to the single case-based payment, as follows: the dollar value of the percentage coinsurance covered by the patient or any supplemental insurer covering the patient's coinsurance percentage according to the terms of the patient's primary coverage shall be determined by multiplying the coinsurance percentage by the hospital's charges for the patient for the services covered by the primary payor, considering any deductibles. The hospital charges for this purpose shall mean the sum of the charges for the two separate admissions, subject to the maximum amount to be charged to any charge-paying patient for a case pursuant to section 86-1.51(d)(1) of this Subpart, (applied to the single case-based payment determined in paragraph (4) of this subdivision).

(5) If between the original discharge of the patient and the readmission of the patient, as defined in paragraph (1) of this subdivision, there is a change in the insurance carrier, self-insured group or other organization or entity having primary liability for the health insurance coverage of the patient, or if the patient was insured for the original admission but has no insurance or other coverage for the readmission, separate case-based payments shall be made by the appropriate payors for each of the two admissions in accordance with section 86-1.51 of the Subpart.

Volume: A-2

Attachment 12

Health Facility Memo 87-96 – Discharge Review Program

STATE OF NEW YORK **DEPARTMENT OF HEALTH MEMORANDUM**	Series 87-96 Date 12/17/87

HEALTH FACILITIES SERIES: H-60

SUBJECT: Discharge Review Program

I. Introduction

As a result of proposed statutory changes to those Laws which affect the way hospitals are paid, a case payment reimbursement system (DR6s) will be implemented in Mew York State as of January 1, 1988. These statutory changes also provide for the establishment and implementation of a Discharge Review Program in order to assure the appropriate discharge of hospital beneficiaries under such a reimbursement system.

In response to the anticipated changes in the reimbursement system as required by the proposed statute, the State Hospital Review and Planning Council, in its November meeting, amended Section 405.22 and 405.25 and added a new Section 405.42.

Amendments to Section 405.22 provide that no patient who requires continuing health care services in accordance with the patient's discharge plan may be discharged until such services are secured or determined by the hospital to be reasonably available to the patient.

Amendments to Section 405.25 provide beneficiaries with the right to receive:
(1) An appropriate written discharge plan; (2) a written notice at admission which sets forth the patient's rights while in the hospital as well as describes the Discharge Review Process; (3) a notice at discharge which informs the beneficiaries of their appeal rights; and (4) with the exception of those beneficiaries whose inpatient care is covered under Title XVIII, the right to a review of their discharge by an Independent Professional Review Agent (IPRA) approved by the Department of Health.

II. Discharge Review Program

The new section 405.42 sets forth the requirements of the Discharge Review Program. Below is a summary of the key provisions of this review

process:

1. A hospital Inpatient discharge review program will be established as of January 1. 1988 for all beneficiaries other than beneficiaries of Title XVIII (Medicare) Ä Medicare beneficiaries are covered by the federal Appeal process Implemented by the New York State PRO.

2. Hospitals will be required to enter into contracts with independent professional review agents approved by the Department of Health for all beneficiaries with the exception of those eligible for payment by the State's agencies. The review agent for those agencies will be appointed directly by the Department of Health. Article 43 (Blue Cross) and Article 44 (HMO) corporations are eligible to seek IPRA designation and/or may select the IPRA for their subscribers and beneficiaries from the approved list.

3. No hospital inpatient maybe discharged on the basis that inpatient hospital services are no longer medically necessary and that an appropriate discharge plan has been established unless a written notice of such a determination and a copy of the discharge plan has been provided to the patient or the appointed personal representative of the patient.

4. The patient or the appointed personal representative of the patient shall have the opportunity to sign the discharge notice and a copy of the discharge plan and receive a copy of both signed documents. Every hospital shall use the common notice set forth in the attached regulation for all beneficiaries except Title XVIII beneficiaries.

5. While Medicare beneficiaries are covered by the federal Medicare appeal process, Medicare beneficiaries must receive a written copy of their discharge plan as well as a notice at discharge which describes their rights pursuant to the federal appeals process. The contents of this notice will be developed by the hospital and be consistent with federal Medicare requirements. For information purposes, attached to the memo is a suggested format for the Medicare notice. This notice does not replace or modify any other hospital issued Medicare notices nor does it modify hospital responsibility or activity with regard to the Medicare program.

6. The patient or the appointed personal representative of the patient availability of required continuing

health care services. may request a review, by the appropriate IPRA approved by the Department of Health, of the discharge determination related to the medical necessity of continued inpatient hospital services, the appropriateness of the discharge plan, and the availability of required continuing health care services.

7. If the hospital and patient's physician agree on the appropriateness of the discharge, a patient must receive a written discharge plan and discharge notice which he can appeal to the IPRA. In order to avoid financial liability during the appeal process, the patient must appeal by noon of the day after receiving the discharge notice. If a review is requested, the IPRA has one working day after the receipt of the necessary information from the hospital to make a determination and notify the patient and hospital. The review agent must solicit the views of the patient or the appointed personal representative before making a final decision.

8. If the hospital believes the patient is ready for discharge but the attending physician disagrees, the hospital may request, by telephone, a review of the validity of the hospital's determination by the appropriate IPRA. Prior to making a determination, the IPRA shall provide an opportunity to the attending physician and hospital representative to confer and provide information which may include the patient medical records if required by the review agent. The IPRA must also solicit the views of the patient involved or the appointed personal representative of the patient before making a decision. If the IPRA agrees with the hospital, a discharge notice can be issued to the patient who can appeal such a determination as set forth in Item 7 above. The subsequent review by the IPRA must be conducted by a physician not involved with the original determination.

9. If the IPRA, upon review of the information provided by the hospital as a result of an appeal of a discharge, does not concur with the hospital, continued stay in a hospital shall be deemed necessary and appropriate for the patient for purposes of payment for such continued stay.

10. If a patient requests an appeal of a discharge notice, the hospital may not demand or request any payment for Inpatient hospital services provided to the patient

subsequent to the proposed time of discharge and prior to noon the day after the date the patient or the appointed personal representative receives notice of the results of the review of the IPRA other than deductible, copayment or other charges that would be authorized for a patient whose inpatient hospital service continued to be appropriate and necessary.

III. Hospital Responsibilities

In order to assure the effective operation of the Discharge Review Program, hospitals will be responsible for the following items:

1. Make public and provide each hospital Inpatient with a copy of the admission notice contained in the attached regulation;

2. Provide each patient at discharge with: (1) a written discharge plan that meets the patient's post-discharge medical needs, and (2) a discharge notice which sets forth patient appeal rights under state and federal statutes. It is expected that hospitals, will provide beneficiaries with the discharge notice no later than 12:00 p.m. unless the availability of the patient's appointed personal representative requires that the notice be provided during afternoon or evening hours.

3. Enter into contracts with one or more IPRAs approved by the Commissioner for the purpose of conducting inpatient discharge reviews for all beneficiaries with the exception of beneficiaries eligible for payment by state government agencies. Blue Cross and HMO corporations my designate the review agent for their subscribers from the list of approved review agents, however, the hospital will select the review agent for all other beneficiaries including uncompensated care beneficiaries.

4. The cost of conducting the discharge review will be directly reimbursed by Medicaid to the Medicaid review agent. Blue Cross and the HMOs shall reimburse the review agents designated by them for the cost of the Discharge Review Program. Hospitals will reimburse the IPRAs directly for the cost of all other beneficiaries.

5. After providing each patient with a discharge notice, the hospital is required to assist the patient in initiating an appeal if the patient is unable to request the reconsideration themselves and there is no

appointed person representative available to provide the necessary assistance.

6. If the attending physician does not agree with the hospital's determination that the patient is ready for discharge, the hospital must provide the appropriate review agent with the patient's medical records if so requested. The Department will require review agents to review the patient's medical record before making a determination that the patient is ready for discharge. The review agent shall notify the hospital of the results of its review not later than one working day after the date the review agent has received the necessary requested information. The hospital must notify the attending physicians of the IPRA's decision and if the IPRA concurs with the hospital's determination, the hospital shall notify the patient using the common discharge notice set forth in the attached regulations as well as providing a written discharge plan.

7. If a patient or appointed personal representative appeals a discharge notice issued by the hospital, the hospital shall provide to the appropriate IPRA, the records required to review the determination by the close of business of the first working day following the date the patient received the discharge notice. The IPRA shall conduct a review of and provide a written notice to the patient or appointed personal representative of the patient and the hospital of the results of the review not later than one full working day after the date the review agent has received the request for review and the necessary records from the hospital. The hospital shall notify the attending physician of the results of the review.

8. The IPRA will be required to immediately notify the hospital that it has received an appeal from a patient in their facility. The hospital will be required to assist the IPRA in providing the patient with the written notice of its determination.

IV. Definitions

In response to requests for clarification from health care providers, consumers and other groups and organizations affected by the case payment system, below are definitions or clarifications of a number of terms or phrases which appear in the attached regulation.

Term "Discharge Plan"

Definition

Hospitals are required by Section 405.22 of the regulations to adopt and implement written policies and procedures which Include the utilization of written criteria for a screening system to promptly Identify beneficiaries who may need post-hospital care planning and services. For those beneficiaries determined to need assistance with post-hospital care, It is required that the health care professionals whose services are medically necessary, together with the patient and the patient's family/representatives develop an Individualized comprehensive discharge plan consistent with medical discharge orders and identified patient needs, For a more information regarding the Department's discharge planning requirements please refer to Department of Health Memorandum 86-64 dated 7/3/86.

The attached regu1ations provide that all beneficiaries receive an appropriate written discharge plan prior to discharge. Clarification has been requested as to what constitutes an appropriate discharge plan for those beneficiaries who require little or no assistance with post-hospital care. For beneficiaries not requiring post discharge services from a licensed or organized health care provider other than their personal physician and/or dentist (e.g., horn health care agencies, RHCFs, personal care attendants), the written discharge plan be written discharge instructions for self care and any recommendation for follow-up visits to a physician, dentist or clinic. For well mothers and babies, the discharge instructions may serve as the written discharge plan. The mother most be provided with the discharge notice for herself and the baby and be afforded all the appeal rights contained in the attached regulations.

Term "Determined by the hospital to be reasonably available to the patient."

Definition

Under the terms of the legislation and the regulations, a hospital my not discharge any patient requiring continuing health care services...until such services are secured or determined by the hospital to be reasonably available to the patient." For beneficiaries requiring institutional care or
home care services, hospitals are expected to make arrangements with the selected post-hospital care provider(s) to secure timely and appropriate care at discharge. For beneficiaries whose post-hospital needs are limited to private physician services or routine medical supplies and equipment available over the counter, these services wi11 be considered to be reasonably available If:

(a) The patient's medical, mental, social and financial condition does not categorically preclude the patient from obtaining the medically required post hospital services.

(b) The services can be obtained by or for the patient in a time frame which is consistent with the patient's medical condition.

Term "Appointed Personal Representative"

Definition

The appointed personal representative shall be a person designated by the patient at the time of admission. This designation shall only be for the purposes specified in these regulations and shall become effective only if the patient is not able (or incompetent) to make an appeal determination within the prescribed timeframes. Hospitals should secure the designation in writing from the patient where possible and shall assure acceptance by the designee of the responsibilities. If the patient cannot or is incapable of making this designation at admission or during the hospital stay, the hospital should follow accepted next-of-kin procedures or seek legal designation for the discharge notice and review. Next of kin procedures require that if a person is unable to make the designation, the hospital contacts:

(i) the spouse
(ii) a son or daughter eighteen years of age or older
(iii) a parent
(iv) a friend who has demonstrated by frequent visits to the patient a close personal relationship and who can reasonably be expected to act in the patient's interest.

Term "Opportunity to Sign"

Definition

The patient or the patient's appointed personal representative shall be afforded the opportunity to sign the discharge plan and discharge notice when these documents are presented by the hospital. In cases that require the decision making of the appointed personal representative and that person is not available to sign the documents, the hospital shall make diligent efforts to contact by telephone, shall document the communications with the representative, including any comments or concerns expressed by the representative, and shall provide copies of these documents to the representative by overnight mail if representative isn't available to receive in person.

Term "Discharge/Transfer"

Definition

For purposes of these regulations, a discharge requiring the discharge review procedures shall apply to those beneficiaries who would be leaving or no longer under the jurisdiction of the licensed acute care component of the facility. These would include transfers to another acute care institution except in urgent or emergent circumstances when in the attending physician's opinion, failure to immediately transfer the patient would jeopardize the patient's health and safety, or when Department of Health regulations require such transfers. Transfers between acute care components of the same hospital are not considered discharges.

V. Payment Issues A number of questions have been raised regarding payments to hospitals during the appeal process. During the inlier portion of the case payment, no additional reimbursement will be made to hospitals to cover inpatient days associated with the appeal process.

Reimbursement is available to the hospital for days of care provided during the outlier period, if the patient initiated the appeal during the prescribed time frames. If the patient fails to initiate the appeal by noon of the day after receiving the discharge notice, the patient becomes liable for any additional care or services if the IPRA's decision upholds the hospital's determination to discharge the patient.

_____
Director of Health Care Standards & Analysis
Office of Health Systems Management

Endorsement: _____
Director
Office of Health Systems Management

Attachment

Distribution:
Hospitals
Other Interested Parties

Effective Date: 04/17/96
Title: Section 405.9 - Admission/discharge

405.9 Admission/discharge.

(a) General.

(1) The governing body shall establish and implement written admission and discharge policies to protect the health and safety of the beneficiaries and shall not assign or delegate the functions of admission and discharge to any referral agency and shall not permit the splitting or sharing of fees between a referring agency and the hospital.

(b) Admission.

(1) Each patient shall be advised of their rights pursuant to section 405.7 of this Part and, as appropriate, the criteria for Medicaid eligibility.

(2) No person shall be denied admission to the hospital because of race, creed, national origin, sex, disability within the capacity of the hospital to provide treatment, sexual orientation or source of payment.

(3) Except in emergencies, beneficiaries shall be admitted only upon referral and under the care of a licensed and currently registered practitioner who is granted admitting privileges by the governing body. The patient's condition and provisional diagnosis shall be established on admission by the patient's admitting practitioner and shall be noted in the patient's medical record.

(4) Except in emergencies, a hospital shall admit as beneficiaries only those persons who require the type of medical services authorized by the hospital's operating certificate.

(5) Except as provided in section 405.2(f)(4) of this Part, the hospital shall have a licensed and currently registered physician, or a registered physician's assistant under the general supervision of a physician, or a nurse practitioner in collaboration with a physician, available on the premises at all times who shall be responsible for receiving beneficiaries for care in accordance with policies established by the hospital and for the appropriate disposition of requests to admit beneficiaries.

(6) Insofar as it is practicable, the admitting

practitioner shall request of each person being admitted, information concerning signs or symptoms of recent exposure to communicable diseases as defined in Part 2 of this Title. Whenever there are positive findings of exposure to such communicable disease, the patient shall be isolated and managed in accordance with the hospital's infection control policies and the provisions of Part 2 of this Title.

(7) Pediatrics.

(i) The facility shall establish a separate pediatric unit if the hospital regularly has 16 or more pediatric beneficiaries or if pediatric beneficiaries cannot be adequately and safely cared for in other than separately certified pediatric beds.

(ii) Hospitals maintaining certified pediatric beds shall assure that admission to those beds is limited to beneficiaries who have not yet reached their 21st birthday except in instances when there are no other available beds within the hospital. In such instances, the hospital shall afford priority admission to the pediatric bed to beneficiaries 20 years of age or younger.

(iii) Children under the age of 14 shall not be admitted to a room with beneficiaries 21 years of age or over except with the knowledge and agreement of the child's attending practitioner and parent or guardian and the concurrence of the other beneficiaries occupying the room and their attending practitioners.

(iv) Infants shall not be kept in the same nursery or room with older children or with any adult patient unless their own healthy mothers occupy the same room and the concurrence of the other beneficiaries and their attending practitioners has been obtained.

(v) In the event a separate unit is not available, arrangements for the admission of all children shall be made consistent with written policies and procedures to ensure the safety of each patient.

(8) The hospital shall require that a member of the medical staff who has privileges to admit beneficiaries shall assume the principal obligation and responsibility for managing the patient's medical care. Postgraduate trainees and supervising physicians shall consult with and be directed by the attending practitioner with regard to therapeutic decisions and changes in patient status. Direct patient care may be provided by postgraduate trainees and medical students,

within their permitted scope of responsibility and privileges with supervision as required in section 405.4 of this Part with the concurrence of the attending practitioner. Occurrence of urgent or emergent situations may preclude the attending or admitting practitioner from direct participation in decision-making regarding patient care. In such circumstances, the supervising physician shall concur in the decision, and the attending practitioner shall be notified as soon as possible. Responsibility for such decisions made in the absence of consultation with the responsible attending practitioner resides with the involved postgraduate trainees and supervising physicians.

(9) The hospital shall provide for the assignment, management, and disposition of beneficiaries who are not admitted as private beneficiaries of members of the medical staff. The hospital shall develop and implement policies and procedures which provide for the continuity of care of such beneficiaries and shall include a procedure by which each patient is assigned to a member of the medical staff, who shall be the personal practitioner to the patient and assume professional responsibility for his/her care in the hospital and for a proper plan of care after discharge.

(10) No hospital shall be required to admit any patient for the purpose of performing an induced termination of pregnancy, nor shall any hospital be liable for its failure or refusal to participate in any such act, provided that the hospital shall inform the patient of its decision not to participate in such an act or acts. The hospital in such event shall inform the patient of appropriate resources for services or information.

(11) A complete and permanent record shall be maintained of all beneficiaries admitted, including but not limited to the date and time of admission, name and address, date of birth, the next of kin or sponsor, veteran status (insofar as these are obtainable), the admitting diagnosis, condition, the name of the referring practitioner, the hospital attending practitioner or service, and as to discharge, the date and time, condition and principal diagnosis.

(i) If a patient is identified as a veteran, the hospital shall notify such veteran of the possible availability of services at a hospital operated by the Veteran's Administration. For the purposes of this paragraph, a veteran shall be defined as a person who served in the United States Military, who received a discharge other than a dishonorable discharge and who is eligible for benefits provided by the

Veteran's Administration.

(ii) If a patient eligible for transfer to a hospital operated by the Veteran's Administration requests such transfer, hospital staff shall make such arrangements. Transfer shall be effected in accordance with paragraph (f)(7) of this section.

(12) Every patient shall have a complete history and physical examination performed by an appropriately credentialed practitioner within seven days before or 24 hours after admission. If recorded in the patient's medical record by an individual other than the attending practitioner, the history and physical examination shall be reviewed and countersigned by the attending practitioner.

(i) Such examination shall include a screening uterine cytology smear on women 21 years of age and over, unless such test is medically contraindicated or has been performed within the previous three years, and palpation of breast, unless medically contraindicated, for all women over 21 years of age. These examinations shall be recorded in the medical record.

(ii) Insofar as it is possible to identify beneficiaries who may be susceptible to sickle cell anemia, all such presumptively susceptible beneficiaries, including infants over six months of age, shall be examined for the presence of sickle cell hemoglobin unless such test has been previously performed and the results recorded in the patient's medical record or otherwise satisfactorily recorded, such as on an identification card.

(13) No patient 18 years of age or older shall be detained in a hospital against his will, nor shall a minor be detained against the will of his parent or legal guardian, except as authorized by law. This provision shall not be construed to preclude or prohibit attempts to persuade a patient to remain in the hospital in his/her own interest, nor the temporary detention of a mentally disturbed patient for the protection of himself/herself or others, pending prompt legal determination of his/her rights. In no event shall a patient be detained solely for nonpayment of his/her hospital bill or practitioner's statement for medical services.

(14) The hospital shall adopt and make public the following admission notices to be provided to all beneficiaries receiving inpatient hospital care. Medicare beneficiaries shall be given the notice set forth in subparagraph (i) and all other in beneficiaries shall be given

the notice set forth in subparagraph (ii) of this paragraph.

(i) Hospital Admission Notice for Medicare Beneficiaries

You have the following rights under the New York State law:

Before you are discharged, you must receive a written Discharge Plan. You or your representative have the right to be involved in your discharge planning.

Your written Discharge Plan must describe the arrangements for any future health care that you may need after discharge. You may not be discharged until the services required in your written Discharge Plan are secured or determined to be reasonably available.

If you do not agree with the Discharge Plan or believe the services are not reasonably available, you may call the New York State Health Department to investigate your complaint and the safety of your discharge. The hospital must provide you with the Health Department's telephone number if you ask for it.

For important information about your rights as a Medicare patient, see the "IMPORTANT MESSAGE FROM MEDICARE," which you must receive when admitted to a hospital.

(ii) Hospital Admission Notice

An Important Message Regarding Your Rights as a Hospital Inpatient

Your Rights While a Hospital Patient

You have the right to receive all of the hospital care that you need for the treatment of your illness or injury. Your discharge date is determined only by YOUR health care needs, not by your DRG category or your insurance.

You have the right to be fully informed about decisions affecting your care and your insurance coverage. ASK QUESTIONS. You have the right to designate a representative to act on your behalf.

You have the right to know about your medical condition. Talk to your doctor about your condition and your health care needs. If you have questions or concerns about hospital services, your discharge date or your discharge plan, consult

your doctor or a hospital representative (such as the nurse, social worker, or discharge planner).

Before you are discharged you must receive a written DISCHARGE NOTICE and a written DISCHARGE PLAN. You and/or your representative have the right to be involved in your discharge planning.

You have the right to appeal the written discharge plan or notice you receive from the hospital.

IF YOU THINK YOU ARE BEING ASKED TO LEAVE THE HOSPITAL TOO SOON

Be sure you have received the written notice of discharge that the hospital must give you. You need this discharge notice in order to appeal.

This notice will say who to call and how to appeal. To avoid extra charges you must call to appeal by 12 noon of the day after you receive the notice. If you miss this time you may still appeal. However, you may have to pay for your continued stay in the hospital, if you lose your appeal.

Discharge Notice

In addition to the right to appeal, you have the right to:

Receive a written discharge plan that describes the arrangements for any future health care you may need after discharge. You may not be discharged until the services required in your written discharge plan are secured or determined by the hospital to be reasonably available. You also have the right to appeal this discharge plan.

BENEFICIARIES RIGHTS

A general statement of your additional rights as a patient must be provided to you at this time.

FOR ASSISTANCE/HELP

The Independent Professional Review Agent (IPRA) for your area and your insurance coverage is:

(Hospitals are permitted to use a checklist to indicate the IPRA that the patient should contact.)

(15) In conjunction with the requirements for complete history and physical examination as established in this section, hospitals approved by the Office of Alcoholism and Substance Abuse Services (OASAS) or the Division of Alcoholism and Alcohol Abuse, a predecessor agency, shall provide a Health Intervention Services (HIS) program to screen all admitted beneficiaries for signs of alcoholism or alcohol abuse that may relate to the condition requiring hospital admission. Specifically, such hospitals shall:

(i) maintain a dedicated staff that are adequate in number and trained, including continuing education and inservice training, to perform all the activities required of the HIS program;

(ii) identify beneficiaries who exhibit signs of alcoholism or alcohol abuse through a comprehensive screening protocol; and

(iii) offer beneficiaries intervention and referral services consistent with their assessed needs.

(c) Sexual offense evidence. The hospital shall provide for the maintenance of evidence of sexual offenses. The hospital shall establish and implement written policies and procedures which are consistent with requirements of this section and which shall apply to all service units of the hospital which treat victims of sexual offenses, including but not limited to medicine, surgery, emergency, pediatric and outpatient services.

(1) The sexual offenses subject to the provisions of this subdivision shall be sexual misconduct, rape, sodomy, sexual abuse and aggravated sexual abuse.

(2) The sexual offense evidence shall include, as appropriate to the injuries sustained in each case, slides, cotton swabs, clothing, hair combings, fingernail scrapings, photographs, and other items as may be specified by the local police agency and forensic laboratory.

(3) The hospital shall refrigerate items of sexual offense evidence where necessary for preservation and ensure that clothes and swabs are dried, stored in paper bags and labeled, and shall mark and log each item of evidence with a code number corresponding to the patient's medical record.

(4) Privileged sexual offense evidence shall mean evidence which is associated with the hospital's treatment of

injuries sustained as a result of a sexual offense.

(5) Sexual offense evidence that is not privileged shall mean that which is obtained from victims of suspected child abuse or maltreatment, and that derived from other alleged crimes, attendant to or committed simultaneously with the sexual offense, which are required to be reported to a police agency, such as bullet or gunshot wounds, powder burns or other injury arising from or caused by the discharge of a gun or firearm, or wounds which may result in death and which are inflicted by a knife, icepick or other sharp or pointed instrument. Nothing in this paragraph shall prevent the reporting of diseases or medical condition required by law to be reported to health authorities.

(6) Upon admission of a patient who is an alleged sexual offense victim, the hospital shall seek patient consent for collection and storage of the sexual offense evidence and explain the specific rights of the patient and obligations of the hospitals as outlined in this paragraph. The hospital shall store the sexual offense evidence in a locked, separate and secure area for not less than thirty days unless:

(i) the patient signs a statement directing the hospital not to collect and keep privileged evidence;

(ii) such evidence is privileged and the patient signs a statement directing the hospital to surrender the evidence to the police before thirty days has expired;

(iii) the evidence is not privileged and the police request its surrender before thirty days has expired;

(7) After thirty days from commencement of treatment, the refrigerated evidence shall be discarded and the clothes shall be returned upon the patient's request.

(8) The hospital shall designate a staff member to coordinate the required actions and to contact the local police agency and forensic laboratory to determine their specific needs and requirements for the maintenance of sexual offense evidence.

(d) Child abuse and maltreatment. The hospital shall provide for the identification, assessment, reporting and management of cases of suspected child abuse and maltreatment. The hospital shall establish and implement written policies and procedures which are consistent with the requirements of this section and which shall apply to all service units of the

hospital which treat victims of child abuse and maltreatment, including but not limited to medicine, surgery, emergency, pediatrics and outpatient services.

(1) The hospital shall provide orientation and continuing education to the nursing, medical and social work personnel of, at least, the hospital's emergency, pediatric and outpatient services in the recognition of indicators of domestic violence and suspected child abuse and maltreatment and in the individual's responsibilities in dealing with such case.

(2) A staff member shall be designated to coordinate the required reporting to the New York State Central Register of Child Abuse and Maltreatment and the hospital's actions taken with respect to such cases in accordance with procedures set forth in article 6, title 6 of the State Social Services Law.

(e) Domestic violence. The hospital shall provide for the identification, assessment, treatment and appropriate referral of cases of suspected or confirmed domestic violence victims. The hospital shall establish and implement written policies and procedures consistent with the requirements of this section which shall apply to all service units of the hospital.

(f) Discharge.

(1) The hospital shall ensure that each patient has a discharge plan which meets the patient's post-hospital needs. No patient who requires continuing health care services in accordance with such patient discharge plan may be discharged until such services are secured or determined by the hospital to be reasonably available to the patient.

(2) The hospital shall have a discharge planning coordinator responsible for the coordination of the hospital discharge planning program. The discharge planning coordinator shall be an individual with appropriate training and experience as determined by the hospital to coordinate the hospital discharge planning program.

(3) The hospital shall ensure:

(i) that discharge planning staff have available current information regarding home care programs, institutional health care providers, and other support services within the hospital's primary service area, including their range of services, admission and discharge policies and payment

criteria;

(ii) the utilization of written criteria as part of a screening system for the early identification of those beneficiaries who may require post-hospital care planning and services. Such criteria shall reflect the hospital's experience with beneficiaries requiring post-hospital care and shall be reviewed and updated annually;

(iii) that upon the admission of each patient, information is obtained as required to assist in identifying those beneficiaries who may require post-hospital care planning;

(iv) that each patient is screened as soon as possible following admission in accordance with the written criteria described in subparagraph (ii) of this paragraph and that this screening is coordinated with the utilization review process;

(v) that each patient identified through the screening system as potentially in need of post-hospital care is assessed by those health professionals whose services are appropriate to the needs of the patient to determine the patient's post-hospital care needs. Such assessment shall include an evaluation of the extent to which the patient or patient's personal support system can provide or arrange to provide for identified care needs while the patient continues to reside in his/her personal residence;

(vi) that for each patient determined to need assistance with post-hospital care, the health professionals whose services are medically necessary, together with the patient and the patient's family/representative shall develop an individualized comprehensive discharge plan consistent with medical discharge orders and identified patient needs;

(vii) that each patient determined to need assistance with post-hospital care and the patient's family/representative receive verbal and written information regarding the range of services in the patient's community which have the capability of assisting the patient and the patient's family/representative in implementing the patient's individualized discharge plan which is appropriate to the patient's level of care needs;

(viii) that the patient and the patient's family/representative shall have the opportunity to participate in decisions regarding the selection of post-hospital care consistent with and subject to any limitations

of Federal and State laws. Planning for post-hospital care shall not be limited to placement in residential health care facilities for persons assessed to need that level of care, but shall include consideration of noninpatient services such as home care, long-term home health care, hospice, day care and respite care;

(ix) that when residential health care facility placement is indicated, the patient and the patient's family/representative shall be afforded the opportunity, consistent with and subject to any limitation of Federal and State laws, to participate in the selection of the residential health care facilities to which applications for admission are made.

(x) that contact with appropriate providers of health care and services is made as soon as possible, but no later than the day of assignment of alternate level of care status and that each patient's record contains a record of all such contacts including date of contact and provider response as well as a copy of any standard assessment form, including but not limited to any hospital/community patient review instrument as contained in section 400.13 of this Title and any home health assessment, completed by the hospital for purposes of post-hospital care;

(xi) that relevant discharge planning information is available for the utilization review committee; and

(xii) the development and implementation of written criteria for use in the hospital emergency service indicating the circumstances in which discharge planning services shall be provided for a person who is in need of post emergency care and services but not in need of inpatient hospital care.

(4) The hospital shall establish and implement written policies an d procedures governing the admissions and discharge process which ensure compliance with State and Federal antidiscrimination laws which apply to the operator. Such laws include, but need not be limited to, the applicable provisions of this Part; Public Health Law, section 2801-a(9); the New York State Civil Rights Law, sections 40 and 40-c; article 15 (Human Rights Law) of the State Executive Law, sections 291, 292 and 296; and title 42 of the United States Code, sections 1981, 2000a, 2000a-2, 2000d, 3602, 3604 and 3607. Copies of the cited State and Federal statutes are available from West Publishing Company, P.O. Box 64526, St. Paul, MN 55164-0526, the publisher of McKinney's Consolidated Laws of New York annotated and the United States Code

annotated. Copies of such statutes are also available for public inspection and copying at the Records Access Office, New York State Department of Health, Corning Tower Building, Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12237.

(5) Discharge planners shall inform each patient and his/her family of the admission policies of the residential health care facilities to which they are referred.

(6) The requirements of this subdivision relating to a patient's family/representative participating in the discharge planning process and in receiving an explanation of the reason for a patient's transfer or discharge shall not apply in the following circumstances:

(i) when a competent adult patient objects to such participation by, or to an explanation regarding transfer or discharge being given to, any family/representative. Any such objections shall be noted in the patient's medical record; or

(ii) when the hospital has made a reasonable effort to contact a patient's family/representative in order to provide an opportunity to participate in the discharge planning process or to explain the reason for transfer or discharge, and the hospital is unable to locate a responsible family member/representative, or, if located, such individual refuses to participate. The reasons a patient's family/representative did not participate in the discharge planning process or did not receive an explanation of the reason for a patient's transfer or discharge shall be noted in the patient's medical record. A reasonable effort shall include, but not be limited to, attempts to contact a patient's family/representative by telephone, telegram and/or mail.

(7) The hospital shall ensure that no person presented for medical care shall be removed, transferred or discharged from a hospital based upon source of payment. Each removal, transfer or discharge shall be carried out after a written order made by a physician that, in his/her judgment, such removal, transfer or discharge will not create a medical hazard to the person or that such removal, transfer or discharge is considered to be in the person's best interest despite the potential hazard of movement. Such a removal, transfer or discharge shall be made only after explaining the need for removal, transfer or discharge to the patient and to the patient's family/representative and prior notification to the medical facility expected to receive the patient.

(i) The hospital shall maintain a record of all removals, discharges and transfers from the hospital, including the date and time of the hospital reception or admission, name, sex, age, address, presumptive diagnosis, treatment provided, clinical condition, reason for removal, transfer or discharge and destination. A copy of such information shall accompany any person transferred or discharged to a health care facility or a certified or licensed home care services agency and, where applicable, become a part of the person's medical record.

(ii) Beneficiaries discharged from the hospital by their attending practitioner shall not be permitted to remain in the hospital without the consent of the chief executive officer of the hospital except in accordance with provisions of subdivision (g) of this section.

(iii) In the absence of a written order of an attending practitioner discharging a patient, with respect to a patient who insists upon discharging himself from the hospital, the hospital shall obtain, where practicable, a written release from the patient absolving the hospital and the patient's attending practitioner of liability and damages resulting from such discharge.

(8) Unless otherwise provided by law, the hospital shall ensure that a minor shall be discharged only in the custody of his parent, a member of his immediate family or his legal guardian or custodian, unless such parent or guardian shall otherwise direct.

(9) A dead body, including a stillborn infant or fetus estimated by an attending physician to have completed 20 weeks of gestation, shall be delivered only to a licensed funeral director or undertaker or his/her agent. If, at the time of death, the patient was diagnosed as having a specific communicable or infectious disease, including but not limited to those diseases designated in Part 2 of this Title, a written report of such disease shall accompany the body when it is released to the funeral director or his/her agent.

(g) Hospital inpatient discharge review program. (1) A hospital inpatient discharge review program applicable to all beneficiaries other than beneficiaries of title XVIII of the Federal Social Security Act (Medicare) shall be established in accordance with this subdivision. No hospital inpatient subject to the provisions of this subdivision may be discharged on the basis that inpatient hospital service in a general hospital is no longer medically necessary and that an

appropriate discharge plan has been established unless a written notice of such determinations and a copy of the discharge plan have been provided to the patient or the appointed personal representative of the patient. The patient or the appointed personal representative of the patient shall have the opportunity to sign the notice and a copy of the discharge plan and receive a copy of both signed documents. Every hospital shall use the common notice set forth in paragraph (9) of this subdivision. The patient or the appointed personal representative of the patient may request a review of such determinations by the appropriate independent professional review agent or review agent in accordance with paragraph (4) of this subdivision. Notwithstanding that the patient discharge review process provided in accordance with Federal law and regulation shall apply to beneficiaries of title XVIII of the Federal Social Security Act (Medicare), a written copy of the discharge plan, and discharge notice shall be provided to the beneficiary or the appointed personal representative of the beneficiary. The beneficiary or the appointed personal representative of the beneficiary shall have the opportunity to sign the documents and receive a copy of the signed documents.

(2) (i) For beneficiaries eligible for payments by state governmental agencies for hospital inpatient services as the patient's primary payor an independent professional review agent shall mean the commissioner or his designee. In conducting hospital inpatient discharge reviews in accordance with this paragraph, the commissioner may utilize the services of department personnel or other authorized representatives, including a review agent approved in accordance with subparagraph (ii) of this paragraph.

(ii) For beneficiaries who are not beneficiaries of title XVIII of the Federal Social Security Act (Medicare) nor eligible for payments by state governmental agencies as the patient's primary payor, an independent professional review agent shall mean a third-party payor of hospital services or other corporation approved by the commissioner in writing for purposes of conducting hospital inpatient discharge reviews in accordance with this subdivision. For a third-party payor of hospital services or other corporation to be approved as an independent professional review agent in accordance with this subparagraph, such third-party payor or other corporation must meet the following approval criteria:

(a) the review agent shall employ or otherwise secure the services of adequate medical personnel qualified to determine the necessity of continued inpatient hospital services and the

appropriateness of hospital discharge plans;

(b) the review agent shall demonstrate the ability to render review decisions in a timely manner as provided in this subdivision;

(c) the review agent shall agree to provide ready access by the commissioner to all data, records and information it collects and maintains concerning its review activities under this subdivision;

(d) the review agent shall agree to provide to the commissioner such data, information and reports as the commissioner determines necessary to evaluate the review process provided pursuant to this subdivision;

(e) the review agent shall provide assurances that review personnel shall not have a conflict of interest in conducting a discharge review for a patient based on hospital or professional affiliation; and

(f) the review agent meets such other performance and efficiency criteria regarding the conduct of reviews pursuant to this subdivision established by the commissioner.

The commissioner may withdraw approval of an independent professional review agent where such review agent fails to continue to meet approval criteria established pursuant to this subparagraph.

(iii) Each hospital shall enter into contracts with one or more independent professional review agents approved by the commissioner in accordance with subparagraph (ii) of this paragraph for purposes of conducting hospital inpatient discharge reviews in accordance with this subdivision for beneficiaries, including uncompensated care beneficiaries, who are not beneficiaries of title XVIII of the Federal Social Security Act (Medicare) nor eligible for payments by State governmental agencies as the patient's primary payor; provided, however, a payor of hospital service authorized under article 43 of the State Insurance Law or certified as health maintenance organizations under article 44 of the Public Health Law, may designate the review agent for their subscribers or beneficiaries or enrolled members and shall reimburse such designated review agent for costs of the discharge review program.

(3) (i) If a hospital and the attending physician agree that inpatient hospital service in a hospital is no longer

medically necessary for a patient, other than a beneficiary of title XVIII of the Federal Social Security Act (Medicare), and an appropriate discharge plan has been established for such patient, at that time the hospital shall provide the patient or the appointed personal representative of the patient with a written discharge notice and a copy of the discharge plan, meeting the requirements of paragraph (1) of this subdivision.

(ii) If a hospital has determined that inpatient hospital service in a hospital is no longer medically necessary for a patient, other than a beneficiary of title XVIII of the Federal Social Security Act (Medicare), and an appropriate discharge plan has been established for such patient but the attending physician has not agreed with the hospital's determinations, the hospital may request by telephone a review of the validity of the hospital's determinations by the appropriate independent professional review agent. Such review agent shall conduct a review of the hospital's determinations and prior to the conclusion of the review shall provide an opportunity to the treating physician and an appropriate representative of the hospital to confer and provide information which may include the patient's clinical records if requested by the review agent. Such review agent shall notify the hospital of the results of its review not later than one working day after the date the review agent has received the request, the records required to conduct such review, and the date of such conferring and receipt of any additional information requested. The hospital shall provide notice to the attending physician of the results of the review. If the review agent concurs with the hospital's determinations, the hospital shall provide the patient or his appointed personal representative with a written notice of such determinations and notice that the patient shall be financially responsible for continued stay, and with a copy of the proposed discharge plan. The patient or the appointed personal representative of the patient shall have the opportunity to sign the notice and a copy of the proposed discharge plan and receive a copy of both signed documents. Every hospital shall use the notice set forth in paragraph (10) of this subdivision which shall indicate the determinations made, shall state the reasons therefore and that the patient's attending physician has disagreed, and shall state that the patient or the appointed personal representative of the patient may request a review of such determinations by the appropriate review agent.

(4) A patient in a hospital, or the appointed personal representative of the patient, who receives a written notice in accordance with subparagraph (3)(i) or (3)(ii) of this

subdivision, may request a review by the appropriate review agent of the determinations set forth in such notice related to medical necessity of continued inpatient hospital service, the appropriateness of the discharge plan and the availability of required continuing health care services.

(i) If a patient while still hospitalized or while no longer an inpatient, or the appointed personal representative of such patient, requests a review by the appropriate review agent, the hospital shall promptly provide to the review agent the records required to review the determinations. Such request for a patient no longer an inpatient shall take place no later than 30 days after receipt of a notice provided in accordance with paragraph (3) of this subdivision or seven days after receipt of a complete bill for all inpatient services rendered, whichever is later. The review agent shall conduct a review of such determinations, and shall provide the treating physician and an appropriate representative of the hospital with an opportunity to confer and provide information prior to the conclusion of the review. The review agent shall provide written notice to the patient, or the appointed personal representative of the patient, and the hospital of the results of the review within three working days of receipt of the requests for review and the records required to review the determinations. The hospital shall provide notice to the attending physician of the results of the review.

(ii) If a patient while still an inpatient in the hospital, or the appointed personal representative of the patient, requests a review by the appropriate review agent not later than noon of the first working day after the date the patient, or the appointed personal representative of the patient, receives the written notice, the hospital shall provide to the appropriate review agent the records required to review the determinations by the close of business of such working day. The appropriate review agent shall conduct a review of such determinations and provide written notice to the patient, or the appointed representative of the patient, and the hospital of the results of the review not later than one full working day after the date the review agent has received the request for review and such records. The hospital shall provide notice to the attending physician of the results of the review.

(5) If the appropriate review agent, upon any review conducted pursuant to subparagraph (3)(ii) or pursuant to paragraph (4) of this subdivision does not concur in the determinations, continued stay in a hospital shall be deemed necessary and appropriate for the patient for purposes of

payment for such continued stay.

(6) If a patient eligible for payment for inpatient hospital services under the case-based payment per discharge system or the appointed personal representative of the patient, requests a review by the appropriate review agent in accordance with subparagraph (4)(ii) of this subdivision, the hospital may not demand or request any payment for additional inpatient hospital services provided to such patient subsequent to the proposed time of discharge and prior to noon of the day after the date the patient or the appointed personal representative of the patient receives notice of the results of the review by the review agent except deductibles, copayments, or other charges that would be authorized for a patient for whom inpatient hospital services in a hospital continue to be necessary and appropriate.

(7) In any review conducted pursuant to subparagraph (3)(ii) or pursuant to paragraph (4) of this subdivision, the review agent shall solicit the views of the patient involved, or the appointed personal representative of the patient, and the attending physician.

(8) Each patient, or the appointed personal representative of the patient, provided a notice by a hospital in accordance with paragraph (3) of this subdivision shall be provided at such time by the hospital with a notice of such patient's right to request a discharge review in accordance with this subdivision. The patient or the appointed personal representative of the patient shall have the opportunity to sign this form and receive a copy of the signed form.

(9) Notice that inpatient hospital service is no longer medically necessary. For purposes of subparagraph (i) of paragraph (3) of this subdivision, the hospital shall utilize the following notices:

(i) The following form shall be used for beneficiaries covered under the case payment system:

Date: / /

READ THIS LETTER CAREFULLY-IT CONCERNS YOUR PRIVATE INSURANCE BENEFITS OR MEDICAID BENEFITS OR IF YOU ARE UNINSURED

PATIENT NAME: _____
PRIMARY PAYOR AT DISCHARGE:

ATT. PHYS: _____ MR #: _____
ADM. DATE:

Dear Patient:

Your doctor and the hospital have determined that you no longer require care in the hospital and will be ready for discharge on:

_____ _____/_____/_____
Day of the week Date

IF YOU AGREE with this decision, you will be discharged. Be sure you have already received your written discharge plan which describes the arrangements for any future health care you may need.

IF YOU DO NOT AGREE and think you are not medically ready for discharge or feel that your discharge plan will not meet your health care needs, you or your representative may request a review. Contact the review agent indicated on the reverse side of this letter if you would like a review of the discharge decision.

IF YOU WOULD LIKE A REVIEW, you should immediately, but not later than noon of (Day and Date) call the telephone number checked off on the reverse side of this page.

IF YOU CANNOT REQUEST THE REVIEW YOURSELF, and you do not have a family member or friend to help you, you may ask the hospital representative at extension, who will request the review for you.

IF YOU REQUEST A REVIEW, the following will happen:

1. The review agent will ask you or your representative why you or your representative think you need to stay in the hospital and also will ask your name, admission date and

telephone number where you or your representative can be reached.

2. After speaking with you or your representative and your doctor and after reviewing your medical record, the review agent will make a decision which will be given to you in writing.

3. While this review is being conducted, you will not have to pay for any additional hospital days until you have received the review agent's decision.

IF THE REVIEW AGENT AGREES WITH THE DISCHARGE DECISION, you will be financially responsible for your continued stay after noon of the day after you or your representative has been notified of the review agent's decision.

IF THE REVIEW AGENT AGREES THAT YOU STILL NEED TO BE IN THE HOSPITAL: for Medicaid beneficiaries, Medicaid benefits will continue to cover your stay; for private health insurance beneficiaries, coverage for your continued stay is limited to the scope of your private health insurance policy.

NOTE: If you miss the noon deadline mentioned on the first page of this notice, you may still request a review. However, if the review agent disagrees with you, you will be financially responsible for the days of care beginning with the proposed discharge date.

If you would like a review of your hospital stay after you have been discharged, you may request a review by the review agent within thirty (30) days of the receipt of this notice or seven days after receipt of a complete bill from the hospital, whichever is later, by writing to the review agent.

I have received this notice on behalf of myself as the patient or as the representative of the patient:

_____ ____/_____/_____ _____

Signature Date Time

_____

Relationship

(ii) The following form shall be used for beneficiaries covered under a per diem reimbursement system:

DISCHARGE NOTICE

_____/_____/_____
Date

READ THIS LETTER CAREFULLY-IT CONCERNS YOUR PRIVATE INSURANCE BENEFITS OR MEDICAID BENEFITS OR IF YOU ARE UNINSURED

PATIENT
NAME:
PRIMARY PAYOR AT DISCHARGE:

ATT.PYS:
MR #: ADM. DATE: / /

Dear Patient:

Your doctor and the hospital have determined that you no longer require care in the hospital and will be ready for discharge on:

_____ ____/____/____
Day of the Week Date

IF YOU AGREE with this decision, you will be discharged. Be sure you have already received your written discharge plan which describes the arrangements for any health care you may need when you leave the hospital.

IF YOU DO NOT AGREE and think you are not medically ready for discharge or feel that your discharge plan will not meet your health care needs, you or your representative may request a review of the discharge decision by contacting your review agent indicated on the reverse side of this page.

IMPORTANT NOTICE ABOUT THE PAYMENT FOR YOUR CARE

If your hospital care is covered by private health insurance, you may be charged directly while you remain in the hospital while the discharge review is being conducted. Whether you have to pay during this period will depend on your private health insurance benefits and if the review agent agrees with you that you need to stay in the hospital.

If your hospital care is covered under the Medicaid program, Medicaid will pay for the days you remain in the hospital while the discharge review is being conducted.

IF YOU WOULD LIKE A REVIEW, you should immediately, but not later than noon of (Day and Date) call the telephone number checked off on the reverse side of this page.

IF YOU CANNOT REQUEST THE REVIEW YOURSELF, and you do not have a family member or friend to help you, you may ask the hospital representative at extension, who will request the review for you.

IF YOU REQUEST A REVIEW, the following will happen:

1. The review agent will ask you or your representative why you or your representative think you need to stay in the hospital and also will ask your name, admission date and telephone number where you or your representative can be reached.

2. After speaking with you or your representative and your doctor and after reviewing your medical record, the review agent will make a decision which will be given to you in writing.

IF THE REVIEW AGENT AGREES WITH THE DISCHARGE DECISION, you will be financially responsible for your continued stay after noon of the day you or your representative has been notified of the review agent's decision.

IF THE REVIEW AGENT AGREES THAT YOU STILL NEED TO BE IN THE HOSPITAL: for Medicaid beneficiaries, Medicaid benefits will continue to cover your stay; for private health insurance beneficiaries, coverage for your continued stay is limited to the scope of your private health insurance policy.

NOTE: If you miss the noon deadline mentioned on the first page of this notice, you may still request a review. However, if the review agent disagrees with you, you will be financially responsible for the days of care beginning with the proposed discharge date.

If you would like a review of your hospital stay after you have been discharged, you may request a review by the review agent within thirty (30) days of the receipt of this notice or seven days after receipt of a complete bill from the hospital, whichever is later, by writing to the review agent.

I have received this notice on behalf of myself as the patient or as the representative of the patient:

_____ ____/_____/_____ _____
Signature Date Time

_____
Relationship

(10) Notice that inpatient hospital services is no longer medically necessary. For purposes of subparagraph (3)(ii) of this subdivision, a hospital shall utilize the following notice:

HOSPITAL LETTERHEAD

DATE/_____/_____

CONTINUED STAY DISCHARGE NOTICE

(ATTENDING PHYSICIAN AGREES/REVIEW AGENT AGREES)

READ THIS LETTER CAREFULLY-IT CONCERNS YOUR INSURANCE

BENEFITS OR MEDICAID BENEFITS

PATIENT NAME:_____ PRIMARY PAYOR:_____

ADDRESS:_____

ATT. PHYS.: _____ MR NO.: _____ ADM. DATE: __/__/__

Dear Patient:

After careful review of your medical record and consideration of your own views regarding medical condition, the (name of review agent) (the review agent approved by the Department of Health) has agreed with the hospital that you no longer require care in the hospital because you are ready for discharge.

IF YOU AGREE with this decision, you should discuss with your doctor the arrangements for any further health care you may need. This means if you have health insurance benefits or Medicaid benefits, these benefits will no longer pay for any additional hospital days as of:

_____ ___/___/___
Day of Week Date

_____

IF YOU DO NOT AGREE THAT YOU ARE READY FOR DISCHARGE, IMMEDIATELY AFTER RECEIPT OF THIS NOTICE YOU OR YOUR REPRESENTATIVE MAY CALL THE (name of review agent) AT (phone no.) TO REQUEST AN IMMEDIATE REVIEW OF YOUR MEDICAL RECORD.

_____

If you cannot request the reconsideration yourself and you do not have a representative to help you, you may notify the hospital representative at extension _____ to request the reconsideration to you. In either case, the individual review agent approved by the Department of Health will request your name, admission date, and telephone number where you or your representative can be reached. If the individual review agent approved by the Department of Health did not ask your views before, it must do so now.

IF YOU REQUEST A REVIEW,the following will happen:

(1) You or your representative will be informed in writing of the results of the review.

(2) IF THE REVIEW AGENT AGREES WITH THE HOSPITAL'S DECISION that you are ready for discharge or that your condition could be safely treated in another setting and you have health insurance benefits or Medicaid benefits, your health insurance benefits or Medicaid benefits will PAY FOR YOUR STAY ONLY UNTIL NOON OF THE NEXT DAY AFTER YOU OR YOUR REPRESENTATIVE HAVE BEEN NOTIFIED.

(3) If the review agent determines that you still need to be in the hospital, for purposes of payments under health insurance or Medicaid benefits, your continued stay will be considered necessary and appropriate.

IN EITHER CASE (2 OR 3), YOU WILL NOT HAVE TO PAY FOR ANY ADDITIONAL HOSPITAL DAYS UNTIL YOU HAVE BEEN NOTIFIED OF THE REVIEW AGENT DETERMINATION.

NOTE: If you miss the noon deadline mentioned on the reverse side of this notice, you may still request a review during your hospital stay. However, if the review agent rules against you, you will be financially responsible starting on the date you receive the notice. Of course, if the review agent determination is in your favor, you are not liable for payment for the extra days.

If you would like a review of your hospital stay after you have been discharged, you may request an individual review agent review within 30 days of receipt of this notice or seven days after receipt of a complete bill from the hospital, whichever is later, by writing to the review agent.

REVIEW AGENT NAME/ADDRESS)_____

_____ ____/____/_____ _____
(Hospital Representative Signature) (Date) (Time)

If your hospital stay is not covered under the per case payment system, you may still request a discharge review. However, you will continue to be charged for hospital services during the review process.

IF YOU HAVE ANY DIFFICULTY UNDERSTANDING THIS NOTICE OR IF YOU NEED MORE INFORMATION, YOU MAY CALL THE REVIEW AGENT DIRECTLY

AT: _____
(Telephone No.)

I have received this notice on behalf of myself as the patient or as a representative of the patient to whom it is addressed:

_____	___/___/___	_____
Signature	Date	Time

_____
Relationship

cc: Attending Physician
Hospital Billing Office

(11) The provisions of this subdivision shall apply to hospital in beneficiaries admitted on and after January 1, 1988.

Volume: C

Attachment 13

List of Acute Care Hospitals in NYS

A list of acute care hospitals in New York State is available at the following DOH website:
http://www.health.state.ny.us/nysdoh/hospital/statewdm.htm

Attachment 14

D & T SURVEY REGULATIONS

Survey Regulations for D & T Centers in New York State are available at the following DOH website address:
http://www.health.state.ny.us/nysdoh/phforum/nycrr10.htm
Search under “751” for D & T regulations.

Attachment 15

SECTION 3:

INCLUDES AND EXCLUDES LIST

INCLUDES/EXCLUDES LIST

OCCURRENCE CODE	INCLUDES	EXCLUDES
CODE 401 Thromboembolic Disorder **Include Readmissions `Within 30 days**	**New Acute Pulmonary Embolism (PE)** confirmed or suspected and treated. • PE occurring during a hospital stay or, • Patients readmitted with a PE within 30 days of a discharge.	• Acute pulmonary embolism present on admission (patient would not have had a hospitalization in the past 30 days). • New, acute pulmonary embolism is suspected cause of sudden death but there is no autopsy to confirm (consider for 915 reporting). • End of life care patients who are intentionally not prophylaxed (e.g., comfort care, and hospice).
CODE 402 Thromboembolic Disorder **Include Readmissions Within 30 days**	**New Documented Deep Vein Thrombosis (DVT)** at any site. • DVT occurring during a hospital stay or, • Patients readmitted with a DVT within 30 days of a discharge regardless of the reason for the previous hospital stay.	• Superficial thrombophlebitis. • New documented DVT present on admission (patient would not have had a hospitalization in the past 30 days). • Patient's who are admitted through the ED with a rule out diagnosis of DVT and receive treatment (medical record must support the R/O DVT diagnoses). **NOTE**: If DVT were confirmed, it would not be excluded if the patient had a previous hospitalization in the past 30 days. • End of life care patients who are intentionally not prophylaxed (e.g., comfort care, and hospice).
CODE 604 **Perioperative Or Endoscopic Related AMI** • Occurring the same day as, or on the 1st or 2nd day after a procedure Include readmission's occurring the same day as, or on the 1st or 2nd day after a procedure	**Acute Myocardial Infarction (AMI)** unrelated to a cardiac procedure. • Operative procedures done in the operating room or ambulatory surgery suite. • Endoscopy procedures. **NOTE:** Consider codes 915 or 916 when applicable.	• Cardiac diagnostic or interventional procedure occurrences (complications) reported to the Cardiac Services Reporting System (CSRS), (e.g., bypass or other structural cardiac repairs such as aortic repair within the thoracic cavity, cardiac catheterization). • Multiple trauma, AAA rupture known at time of surgery. • ESRD (end stage renal disease) patients during and post dialysis treatment.

OCCURRENCE CODE	INCLUDES	EXCLUDES
CODE 701	**Burns** • 2nd and/or 3rd degree burns occurring during inpatient or outpatient service encounters. **NOTE:** Consider 900 codes when applicable.	• Burn present on admission. • 1st degree burns (see definitions).
CODE 751	**Falls** Resulting in x-ray proven fractures, subdural or epidural hematoma, cerebral contusion, traumatic subarachnoid hemorrhage, and/or internal trauma (e.g., hepatic or splenic injury).	• Falls resulting in soft tissue injuries (bruising, reddened areas). • Falls with no harm identified. • Dislocations (consider for code 918)
CODE 808 **Surgical Related Infection:** • Within 30 Days Of Surgical Procedure While Hospitalized. Include Readmission Within 30 Days Of Surgical Procedure**.**	**Post-op surgical wound Infection:** Following clean or clean/contaminated case that requires incision and /or drainage **or** IV antibiotics during the hospitalization. • **Performed in the operating room or surgical suite only.** • **ASA class is required** to be noted on the NYPORTS short form report • Infections related to the same surgical intervention, which may not be located at the primary surgical wound site (e.g., external drain site, associated internal tissue). • **Patients readmitted within 30** days within 30 days of a surgical procedure with a post-op wound infection.	• Contaminated or dirty case procedure. • Wound opening for therapeutic measures to enhance/promote healing process. • Allograft site infection Reported these occurrences to Blood and Tissue Resources Program **(**BTRP**)**. • Sepsis related to central line insertion (reportable to the DOH Infection Control Program when facility thresholds are exceeded). **Exclude cardiac surgery related infections (occurring in approved cardiac surgical centers only) meeting the following definitions:** **For Adult Cardiac Surgery Reporting System** (**CSRS)** • Deep Sternal Wound Infection: (Involvement of bone with drainage of purulent material from the sternotomy wound and instability of the sternum). • Sepsis: (Fever and positive blood cultures related to the procedure). • Endocarditis: (Two or more positive blood cultures without obvious source, demonstrated valvular vegetation or acute valvular dysfunction cause by infection). **For Pediatric Cardiac Reporting System (PED CSRS)** • Any sternal wound infection (drainage of purulent material from the sternotomy wound). Clinical sepsis/positive culture (with temp>101 and increase WBC or temp<98.6 and decreased WBC).

OCCURRENCE CODES	INCLUDES	EXCLUDES
Medication Errors: 108-110 **Report Within 24 Hours Of Date Of Awareness.** **CODES 108-110 Require:** • **Associated 900 Detail Code** • **Completion Of The Medication Supplement Form** • **Root Cause Analysis.**	**108. A medication error occurred that resulted in permanent patient harm**. **NOTE:** NYPORTS defines permanent harm for code 108, as an impairment meeting codes 916- 918 reporting criteria (see examples). **109. A medication error occurred that resulted in a near-death event** (e.g., cardiac or respiratory arrest requiring advanced cardiopulmonary life support (ACLS). **110. A medication error occurred that resulted in a patient death**.	108-110. Any adverse drug reaction that was not the result of a medication error. 108. Medication error that resulted in the need for treatment, intervention, initial or prolonged hospitalization and caused temporary harm. 109. Medication error results in cardiac or respiratory arrest requiring the need for basic life support only. 110. Death that is not the direct result of a medication error (consider code 915).
CODE 911 **Root Cause Analysis Required** **Report Within 24 Hours Of Date Of Awareness.**	**Wrong Patient, Wrong Site Surgical Procedure** • Surgical procedures performed in the operating room or ambulatory surgery suite only. • Surgery that proceeds to surgical incision or beyond.	• Surgery which proceeds with the administration of anesthesia only and is stopped or rescheduled (code as 912). • Procedures usually done outside the O.R (e.g., Endoscopy, Interventional Radiology, Nursery, bedside, E.D.).
CODE 912 **Root Cause Analysis Required** **Report Within 24 Hours Of Date Of Awareness.**	**Incorrect Procedure or Treatment - Invasive** Some O.R. occurrences that are not wrong patient or site, such as: • inserting the wrong surgical implant (e.g., lens or total knee components). • surgical procedures that involve the administration of anesthesia only prior to commencement of a surgical incision. • wrong treatment or procedure performed on a patient related to error of omission, laboratory or radiological findings.	• Venipuncture for Phlebotomy • Diagnostic tests without contrast agents. • Transfusion related occurrences are to be reported to Blood & Tissue Resources Program (BTRP) only.

OCCURRENCE CODES	INCLUDES	• EXCLUDES
Code 913 **Root Cause Analysis Required** **Report Within 24 Hours Of Date Of Awareness.**	**Unintentionally Retained Foreign Body** (e.g., sponges, lap pads, instruments, guidewires from central line insertion, cut intravascular cannulas, needles) Retained foreign body discovered after wound closure while still in O.R.	• Foreign bodies retained due to equipment malfunction or defective product (report under code 937 or 938). • Intentionally leaving a foreign body -must be assessed on a case by case basis (e.g., foreign body left for treatment reasons).
CODE 915 **Root Cause Analysis Required** **Report Within 24 Hours Of Date Of Awareness.**	**Unexpected Death** (e.g., brain death). In circumstances other than those related to the natural course of illness, disease or proper treatment (e.g., delay in treatment, diagnoses or an omission of care) in accordance with generally accepted medical standards. • Death of fetus/neonate meeting al the following criteria: *For live Or Still Birth* • Greater than or equal to 28 weeks gestation • Greater than or equal to 1000 grams of weight • Any iatrogenic occurrence resulting in death at any gestation/weight. • All maternal deaths	• End of life care such as DNR with comfort care only, Hospice Patients. Emergent and unplanned surgical patients with significant mortality category (ASA1V or V) if the occurrence is not related to deviation from the standard of care, medication error, omission, delay, or an iatrogenic event. Patients admitted with severe illness/ incapacitating systemic disease that is a constant threat to life or moribund and not expected to survive for 24 hours with or without an operation Death of fetus/neonate with presence of congenital anomalies incompatible with life(e.g., Anencephalus, Trisomy 13,18, Tracheal or Pulmonary Atresia, Multiple life threatening congenital anomalies). Sepsis related to opportunistic infection following required antibiotic therapy (e.g., C. Difficile) resulting in death. • Transfusion related death, report to Blood and Tissue Resources Program (BTRP) only.
CODE 916 **Root Cause Analysis Required** **Report Within 24 Hours Of Date Of Awareness.**	**Cardiac And/Or Respiratory Arrest Requiring ACLS Intervention**. In circumstances other than those related to the natural course of illness, disease or proper treatment (e.g., delay in treatment, diagnoses or an omission of care) in accordance with generally accepted medical standards	• Events not requiring ACLS intervention.

OCCURRENCE CODE	INCLUDES	• EXCLUDES
CODE 917 **Root Cause Analysis Required** **Report Within 24 Hours Of Date Of Awareness.**	**Loss Of limb Or Organ.** In circumstances other than those related to the natural course of illness, disease or proper treatment (e.g., delay in treatment, diagnoses or an omission of care) in accordance with generally accepted medical standards • Impairment must be present at discharge or for at least 2 weeks after occurrence if patient is not discharged Ruptured uterus requiring hysterectomy following VBAC.	• Malfunction of equipment resulting in death or loss of limb or organ should be reported under 938. • Procedure related injuries resulting from intended direct operation on an organ or anatomical structure based on disease process or lack of alternative approach to address the surgical condition. • Vascular cases where conservative approach tried first (e.g., thrombectomy or fem-pop bypass), but ultimately fails (below knee amputation done as last resort).
CODE 918 **Root Cause Analysis Required** **Report Within 24 Hours Of Date Of Awareness.**	**Impairment Of Limb, Organ or Body Functions.** (limb, organ body function unable to function at same level prior to occurrence). In circumstances other than those related to the natural course of illness, disease or proper treatment (e.g., delay in treatment, diagnoses or an omission of care) in accordance with generally accepted medical standards. • Impairments present at discharge or for at least 2 weeks after occurrence if patient is not discharged. • Body function (e.g., sensory, motor, communication or physiologic function diminished from level prior to occurrence).	• Procedure related function loss resulting from direct operation on an organ or other anatomical structure based on disease process or lack of an alternative approach to address the present surgical condition. • Limb or body functions at the same level as prior to the occurrence, impairment resolves by discharge or within two weeks if not discharged. • Positioning parathesias. • Any case involving malfunction of equipment resulting in impairment should be reported under 938. • Surgical nick to bladder requiring foley catheter to promote healing.
CODE 938 **Root Cause Analysis Required** **Report Within 24 Hours Of Date Of Awareness.**	**Malfunction Of Equipment** during treatment or diagnosis, or a defective product **Resulting In Death Or** **Serious Injury** (as described in 915-918) to patient or personnel Please include: • equipment/device name • malfunction • model # • serial #	

OCCURRENCE CODE	INCLUDES	EXCLUDES
CODE 901 **Submit Short Form Only** **Root Cause Analysis May Be Required**	**Serious occurrence warranting DOH notification** (not covered by codes 911-963).	

CODE 902 **This Code Is Applicable To Article 28, Diagnostic And Treatment Centers (D&TC) In Compliance With Section 751 Of DOH Regulations.** **Report transfers by ambulance within 24 hours of the Date Of Awareness** **Report electronically into the NYPORTS system (on the HPN) using the NYPORTS shortform** **Investigation reports must be submitted within 30 days of The Date Of Awareness.**	Specific Patient **Transfers** to the hospital from an Article 28 diagnostic and treatment center, in circumstances other than those related to the natural course of illness, disease or proper treatment in accordance with generally accepted medical standards (e.g., delay in treatment, delay in diagnoses, iatrogenic event, severe reaction or complication, omission of care). **Including The Following Reasons:** a. Patient required CPR or other life sustaining effort. b. Adverse occurrence resulting in unexpected impairment of body function. c. Adverse Occurrence during OB/GYN procedure. d. Adverse Occurrence while patient treated in an ambulatory surgical center.	• Occurrences in an extension clinic under a hospitals operating certificate. • Patients transferred to hospital for additional work up or tests in the normal process of follow up. • Patient transferred to hospital for diagnostic tests not available at the D&TC (e.g., MRI). • Patients in dialysis (ESRD) center that require transfer to hospital for shunt repair or treatment of thrombosed shunt sites. • Patients arrive at D&TC with symptomotology or unstable comorbid conditions that warrant immediate ambulance transfer to hospital.

OCCURRENCE CODE	INCLUDES	EXCLUDES
CODE 914 **Submit Short Form Only** **Root Cause Analysis Not Required Except as Defined in 16.25 b (2) (ii)** **Report Within 24 Hours Of Date Of Awareness.**	**Misadministration Of Radiation or Radioactive Material** (as defined by BERP, Section 16.25, 10NYCRR). Misadministration involving diagnostic or therapeutic use or ionizing radiation (radioactive materials, x-rays and electrons).	
CODE 921 **Submit Short Form Only** **Root Cause Analysis Not Required** **Report Within 24 Hours Of Date Of Awareness.**	**Crime Resulting In Death Or Serious Injury.** As defined in 915-918 (actual death, or near death event requiring ACLS; unexpected loss of limb or organ, impairment of limb, organ or bodily function that exists for two weeks during a hospitalization or at discharge**.**	• Crimes that result in other serious events not captured by codes 915-918 may be reported under the voluntary code of 901.
CODE 922 **Submit Short Form Only** **Root Cause Analysis Not Required** **Report Within 24 Hours Of Date Of Awareness.**	**Suicides And Attempted Suicides Related To An Inpatient Hospitalization, With Serious Injury.** As defined in 915-918 (Actual death, or near death event requiring ACLS. Unexpected loss of limb or organ, impairment/ dysfunction of limb or bodily functions that exists for two weeks during a hospitalization or at discharge**.**	
CODE 923 **Submit Short Form Only** **Root Cause Analysis Not Required** **Report Within 24 Hours Of Date Of Awareness.**	**Elopement From The Hospital Resulting In Death Or Serious Injury** As defined in 915-918 (Actual death, or near death event requiring ACLS. Unexpected loss of limb or organ, impairment/ dysfunction of limb or bodily functions that exists for two weeks during a hospitalization or at discharge**.**	• Cases in which the patient outcome would have been the same whether or not the elopement occurred (cancer death, etc.).

OCCURRENCE CODE	INCLUDES	EXCLUDES
CODE 931 **Submit Short Form Only** **Root Cause Analysis Not Required** **Report Within 24 Hours Of Date Of Awareness.**	**Strike By Hospital Staff.**	
CODE 932 **Submit Short Form Only** **Root Cause Analysis Not Required** **Report Within 24 Hours Of Date Of Awareness.**	**External Disaster** outside the control of the hospital which effects facility operations. • Natural or catastropic disasters. • Internal facility operations affected directly by a natural or catastropic diaster.	• Facility operations that are affected by an internal disaster not affiliated with a natural or catastropic disaster (e.g., septic pipe breaks and leaks toxic gases, patients must be transferred to other units in the facility for continuation of care.) code as 935.
CODE 933 **Submit Short Form Only** **Root Cause Analysis Not Required**	**Termination Of Any Services Vital To The Continued Safe Operation Of The Hospital Or To The Health And Safety Of Its Patients And Personnel**, including but not limited to the anticipated or actual termination of telephone, electric, gas, fuel, water, heat, air conditioning, rodent or pest control, laundry services, food or contract services.	• Excludes services maintained by back-up services, planned transitions with seamless continuation of services. (e.g., back up generator to maintain electric for brief period- no change in care or harm, back up O2 supply that its immediately retrieved and no harm or alteration to care occurs, laundry vendor changed over with seamless continued services.) • Termination of services due to the direct result of a natural or catastropic disaster(code as 932). • Equipment failure related to defect or malfunction (code as 937 or 938)
CODE 934 **Submit Short Form Only** **Root Cause Analysis Not Required** **Report Within 24 Hours Of Date Of Awareness.**	**Poisoning Occurring Within The Hospital** (water, air, and food).	

OCCURRENCE CODE	INCLUDES	EXCLUDES
CODE 935 **Submit Short Form Only** **Root Cause Analysis Not Required** **Report Within 24 Hours Of Date Of Awareness.**	**Hospital Fire or other internal disaster** disrupting patient care or causing harm to patients or staff.	
CODE 937 **Submit Short Form Only** **Root Cause Analysis Not Required** **Report Within 24 Hours Of Date Of Awareness.**	**Malfunction Of Equipment** during treatment or diagnosis or a defective product which has a **Potential For Adversely Affecting Patient Or Hospital Personnel** or results in a retained foreign body. Please include: • equipment/device name • manufacturer • model # • serial #	
CODE 961 **Submit Short Form Only** **Root Cause Analysis Not Required** **Report Within 24 Hours Of Date Of Awareness.**	**Infant Abduction.**	
CODE 962 **Submit Short Form Only** **Root Cause Analysis Not Required** **Report Within 24 Hours Of Date Of Awareness.**	**Infant Discharged To Wrong Family**.	

OCCURRENCE CODE	INCLUDES	EXCLUDES
CODE 963 **Submit Short Form Only** **Root Cause Analysis Not Required** **Report Within 24 Hours Of Date Of Awareness.**	**Rape Of A Patient**. (Includes alleged rape with clinical confirmation).	

Attachment 16

Medicaid Analytical Extract File Layout

These files will be provided electronically from the Medicaid Fiscal Agent, for the beneficiaries in the samples under study, including claims to support inpatient utilization review operations. As NYS Medicaid claiming is changed to comply with HIPAA universal billing coding, there may be adjustments in the form and contents of these files.

MAE Byte Record Layout.

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01  MAEW-0000-EXTRACT-RECD.
05  MAEW-EXTRACT-DATA.

        10  MAEW-FILE-REC-SECTION.
                15  MAEW-H002-RECORD-CODE                  PIC X(01).
EP1003          15  MAEW-9992-PAID-LINE-IND                PIC X(01).
EP1003          15  MAEW-9992-LAST-PAID-LINE-IND           PIC X(01).
EP1003          15  MAEW-0167-BSE-AMT-SRC-CD               PIC X(02).

        10  MAEW-CLAIM-ADJ-SECTION.
                15  MAEW-C188-CLM-STATUS-TYPE              PIC X(01).
                15  MAEW-C289-RETRO-IND                    PIC X(01).
                15  MAEW-0537-CLAIMS-TCN                   PIC 9(16).
                15  MAEW-0429-CLAIMS-LINE-NUM              PIC S9(04).
                15  MAEW-C506-PREV-CLAIM-REF               PIC X(16).
PHASE2          15  MAEW-0005-FINL-PAYMT-TYPE-CD           PIC X(01).
PHASE2          15  MAEW-C044-CHECK-NO                     PIC X(15).
PHASE2          15  MAEW-C056-EDIT-KEY                     PIC X(04).
PHASE2          15  MAEW-C072-SERV-NO                      PIC X(04).
                15  MAEW-CLAIM-ERROR-EDTST-TABLE OCCURS 25 TIMES
                INDEXED BY ERROR-CD-INDX.
PHASE2          20  MAEW-C096-EDIT-ERROR-CD                PIC X(05).
PHASE2          20  MAEW-3055-EDIT-STATUS-CD               PIC X(01).
                15  MAEW-C201-REMIT-NO                     PIC X(11).
PHASE2          15  MAEW-3505-90DAY-2YR-IND                PIC X(02).
                15  MAEW-F425-CLAIM-SVC-AGE                PIC 9(02).
PL0403          15  MAEW-F434-CYCLE-NO                     PIC 9(04).
                15  MAEW-0327-FIN-RETRO-SEQ-NUM            PIC 9(04).
                15  MAEW-0406-FIN-RETRO-DATE-FROM          PIC X(10).
                15  MAEW-0407-FIN-RETRO-DATE-TO            PIC X(10).

        10  MAEW-BENEFICIARY-SECTION.
PHASE2          15  MAEW-1010-RECIP-NO                     PIC X(08).
PHASE2          15  MAEW-1010-CLIENT-ALT-ID                PIC X(08).
                15  MAEW-F488-RECP-CNT                     PIC S9(01).
PHASE2          15  MAEW-1120-RECIP-ZIP.
PHASE2          20  MAEW-1120-ASSOC-ZIP                    PIC X(05).
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PHASE2        20 MAEW-1120-ZIP4                      PIC X(04).
PHASE2        15 MAEW-1180-BIRDTE                    PIC X(10).
              15 MAEW-1190-RECIP-RACE                PIC X(01).
              15 MAEW-1210-RECIP-SEX                 PIC X(01).
              15 MAEW-1240-RECIP-CATEG                PIC X(02).
              15 MAEW-1270-DEATH-IND                 PIC X(01).
PHASE2        15 MAEW-1280-TPL-CARRIER-CODE          PIC X(06).
              15 MAEW-3282-CHAMPUS                   PIC X(01).
              15 MAEW-3023-PATIENT-CONTROL-NO        PIC X(20).
EP0695        15 MAEW-1093-VALUE-CD-1                PIC X(02).
              15 MAEW-7041-DOB                       PIC X(10).

        10 MAEW-PROVIDER-SECTION.
              15 MAEW-2001-PROV-NO                   PIC X(08).
EP1003        15 FILLER                              PIC X(08).
              15 MAEW-2045-PROVGRP-ID                PIC X(08).
              15 MAEW-2017-PROV-COUNTY               PIC X(02).
PHASE2        15 MAEW-3017-PROV-LOC-SERV             PIC X(03).
PHASE2        15 MAEW-3016-PLACE-SERV                PIC X(02).
              15 MAEW-5165-SB-PLAN-TYPE              PIC X(01).
              15 MAEW-5166-SB-PLAN-CODE              PIC X(02).
PL6138        15 MAEW-0442-R-REV-CODE                PIC X(04).
P10929        15 MAEW-0519-AUDIT-NUMBER              PIC X(17).
EP1003        15 FILLER                              PIC X(03).
PHASE2        15 MAEW-3004-REF-PRV-ID                PIC X(08).
PHASE2        15 MAEW-2002-REF-PRV-LIC-NUM           PIC X(08).
PHASE2        15 MAEW-2165-REF-PRV-PROF-CD           PIC X(03).
PHASE2        15 MAEW-3005-ORD-RX-PRV-ID             PIC X(08).
PHASE2        15 MAEW-2002-ORD-RX-PRV-LIC-NUM        PIC X(08).
PHASE2        15 MAEW-2165-ORD-RX-PRV-PROF-CD        PIC X(03).
PHASE2        15 MAEW-3003-ATD-OTH-PRV-ID            PIC X(08).
PHASE2        15 MAEW-2002-ATD-OTH-PRV-LIC-NUM       PIC X(08).
PHASE2        15 MAEW-2165-ATD-OTH-PRV-PROF-CD       PIC X(03).
PHASE2        15 MAEW-3100-AST-OPR-PRV-ID            PIC X(08).
PHASE2        15 MAEW-2002-AST-OPR-PRV-LIC-NUM       PIC X(08).
PHASE2        15 MAEW-2165-AST-OPR-PRV-PROF-CD       PIC X(03).
PHASE2        15 MAEW-C198-RND-SVC-PROV-ID           PIC X(08).
PHASE2        15 MAEW-C198-PROV-RND-SVC-LIC-NUM      PIC X(08).
PHASE2        15 MAEW-2165-PROV-RND-SVC-PROF-CD      PIC X(03).
PHASE2        15 MAEW-1563-SUPV-PRV-ID               PIC X(08).
PHASE2

        10 MAEW-COS-SECTION.
PHASE2        15 MAEW-2019-PROV-CATEG                PIC X(04).
              15 MAEW-H001-OLS-COS.
              20 MAEW-H001-COS-1-2                   PIC 9(02).
              20 MAEW-H001-COS-3-4                   PIC 9(02).
              20 MAEW-H001-COS-5-6                   PIC 9(02).
              20 MAEW-H001-COS-7-8                   PIC 9(02).
              20 MAEW-H001-COS-9-10                  PIC 9(02).
              15 MAEW-G046-SUB-COS                   PIC 9(03).
              15 MAEW-H001-SURS-COS                  PIC X(02).
              15 MAEW-F490-DETAILCAT                 PIC X(10).
PHASE2        15 MAEW-3301-CLAIMS-TYPE-CODE          PIC X(01).
              15 MAEW-2048-SPEC-CODE                 PIC X(03).
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PHASE2          15  MAEW-2055-CNTRL-FAC                PIC X(02).
                15  MAEW-2078-RATE-CODE                PIC X(04).
                15  MAEW-2085-RATE-TYPE-CD             PIC X(02).

      10  MAEW-DIAG-PROC-SECTION.
PHASE2          15  MAEW-3006-PRIMARY-DIAG             PIC X(10).
PHASE2          15  MAEW-3189-PRIN-DIAG REDEFINES
PHASE2          MAEW-3006-PRIMARY-DIAG                  PIC X(10).
PHASE2          15  MAEW-3007-SECONDARY-DIAG           PIC X(10).
                15  MAEW-3187-ADMIT-DIAG REDEFINES
PHASE2          MAEW-3007-SECONDARY-DIAG                PIC X(10).
PHASE2          15  MAEW-3191-DIAG-CODE-1              PIC X(10).
PHASE2          15  MAEW-3191-DIAG-CODE-2              PIC X(10).
PHASE2          15  MAEW-3191-DIAG-CODE-3              PIC X(10).
PHASE2          15  MAEW-3191-DIAG-CODE-4              PIC X(10).
PHASE2          15  MAEW-3191-DIAG-CODE-5              PIC X(10).
PHASE2          15  MAEW-3191-DIAG-CODE-6              PIC X(10).
PHASE2          15  MAEW-3191-DIAG-CODE-7              PIC X(10).
PHASE2          15  MAEW-3191-DIAG-CODE-8              PIC X(10).
PHASE2          15  MAEW-5055-PROC-CODE-1              PIC X(07).
                15  MAEW-3227-PROC-CODE-MOD-1          PIC X(02).
                15  MAEW-3227-PROC-CODE-MOD-2          PIC X(02).
                15  MAEW-3227-PROC-CODE-MOD-3          PIC X(02).
                15  MAEW-3227-PROC-CODE-MOD-4          PIC X(02).
PHASE2          15  MAEW-5055-PROC-CODE-2              PIC X(07).
PHASE2          15  MAEW-5055-PROC-CODE-3              PIC X(07).
PHASE2          15  MAEW-5055-PROC-CODE-4              PIC X(07).
PHASE2          15  MAEW-5055-PROC-CODE-5              PIC X(07).
PHASE2          15  MAEW-5055-PROC-CODE-6              PIC X(07).
                15  MAEW-3092-PROC-DATE                PIC 9(08).

      10  MAEW-DATE-SECTION.
PHASE2          15  MAEW-3013-SERV-DATE                PIC X(10).
PHASE2          15  MAEW-3150-PAYMT-DATE               PIC X(10).
PHASE2          15  MAEW-3015-END-DT-SERV              PIC X(10).
PHASE2          15  MAEW-3011-ADMIT-DATE               PIC X(10).
PHASE2          15  MAEW-3108-DISCH-DT                 PIC X(10).
PHASE2          15  MAEW-3247-DATE-ORDERED             PIC X(10).
                15  MAEW-F473-RPT-DATE                 PIC 9(06).
PHASE2          15  MAEW-3010-BILL-DATE                PIC X(10).

      10  MAEW-UNIT-OF-SVC-SECTION.
PL0403          15  MAEW-3029-UNITS                    PIC S9(8)V9(3).
PHASE2          15  MAEW-3093-NON-COV-DAYS             PIC S9(04).
PHASE2          15  MAEW-3093-LEAVE-DAYS               PIC S9(04).
PHASE2          15  MAEW-3137-MED-DAYS                 PIC S9(04).
PHASE2          15  MAEW-3167-BED-RESERV-DAYS          PIC S9(04).
PHASE2          15  MAEW-3339-TOTAL-DAYS-PD            PIC S9(04).
PHASE2          15  MAEW-3134-PART-A-DAYS.
PHASE2          20  MAEW-3134-PART-A-DAYS-N            PIC S9(04).
PHASE2          15  MAEW-C284-CALC-CO-INS-DAYS         PIC S9(04).
                15  MAEW-G030-MED-LOS                  PIC 9(05).
                15  MAEW-G040-TOTAL-LOS                PIC 9(05).
                15  MAEW-F485-CLAIM-CNT                PIC S9(01).
                15  MAEW-F487-UNITS                    PIC S9(04).
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PHASE2        15  MAEW-3135-COINS-DAYS                PIC S9(04).
PHASE2        15  MAEW-3136-L-T-R-DAYS                PIC S9(04).
PHASE2        15  MAEW-3270-FULL-DA-1                 PIC S9(04).

      10  MAEW-PAYMENT-AMT-SECTION.
PHASE2        15  MAEW-3157-AMT-DUE                  PIC S9(09)V99.
PL3330        15  MAEW-3033-MED-PAYMENT-A.
PL3330        20  MAEW-3033-MED-PAYMT-PART-A          PIC S9(09)V99.
PL3330        15  MAEW-3033-MED-PAYMENT-B.
PL3330        20  MAEW-3033-MED-PAYMT-PART-B          PIC S9(09)V99.
PHASE2        15  MAEW-3199-CLM-CHRG                 PIC S9(07)V99.
PL3330        15  MAEW-3235-MEDICARE-APP-A.
PL3330        20 MAEW-3235-MEDICARE-APP-PART-A        PIC S9(09)V99.
PL3330        15  MAEW-3235-MEDICARE-APP-B.
PL3330        20 MAEW-3235-MEDICARE-APP-PART-B        PIC S9(09)V99.
PHASE2        15  MAEW-F437-THIRD-PARTY-PAYMT         PIC S9(09)V99.
              15  MAEW-2110-PROV-PT-CLINIC-CERT.
              20  MAEW-2110-PROV-PT-CERT-NO           PIC X(11).
              20  MAEW-2110-PROV-PT-LITRL             PIC X(02).
EP1003        15  FILLER                             PIC X(04).
              15  MAEW-3031-OTH-INS-PAID.
PHASE2        20  MAEW-3031-OTH-INS-PAID-N            PIC S9(09)V99.
PHASE2        15  MAEW-1560-RECIP-PAY-AMT             PIC S9(09)V99.
PHASE2        15  MAEW-5016-COPAY-AMT                 PIC S9(09)V99.
PHASE2        15  MAEW-F442-DEDUCT-AMT                PIC S9(09)V99.
PHASE2        15  MAEW-F443-COINS-AMT                 PIC S9(09)V99.
PHASE2        15  MAEW-1094-VALUE-AMT-1               PIC S9(07)V99.
EP1003        15  MAEW-2682-LI-FEDERAL-AMT            PIC S9(09)V9(8).
EP1003        15  FILLER                             PIC X(05).
EP0695        15  MAEW-1094-VALUE-AMT-2               PIC S9(07)V99.
PHASE2        15  MAEW-3326-MED-PT-A-PAT-PART         PIC S9(09)V99.
PHASE2        15  MAEW-3326-MED-PT-B-PAT-PART         PIC S9(09)V99.
EP1003        15  MAEW-1026-LI-COPAY-AMT              PIC S9(09)V99.
EP1003        15  MAEW-1092-LI-SUBM-UNITS             PIC S9(08)V999.
EP1003        15  MAEW-3029-LI-REIMB-UNITS            PIC S9(08)V999.
PHASE2        15  MAEW-3034-PT-A-DEDUCT               PIC S9(09)V99.
PHASE2        15  MAEW-3034-PT-B-DEDUCT               PIC S9(09)V99.
PHASE2        15  MAEW-3180-COINS-AMT-PART-A          PIC S9(09)V99.
PHASE2        15  MAEW-3180-COINS-AMT-PART-B          PIC S9(09)V99.
EP1003        15  MAEW-3425-CAP-ADD-ON                PIC S9(07)V99.
EP1003        15  FILLER                             PIC X(11).
PHASE2        15  MAEW-C243-MEDICAID-GROSS            PIC S9(09)V99.
PHASE2        15  MAEW-C244-REDUCTION                 PIC S9(09)V99.

      10  MAEW-OTHER-SECTION.
              15  MAEW-3185-EMERG-IND                 PIC X(01).
PHASE2        15  MAEW-3200-PATIENT-STAT              PIC X(02).
              15  MAEW-3203-FAM-PLAN-IND              PIC X(01).
              15  MAEW-F484-FAMILY-PLAN               PIC X(01).
              15  MAEW-3204-CHAP-SCREEN               PIC X(01).
              15  MAEW-3214-ABOR-STER                 PIC X(01).
              15  MAEW-F452-STERABOR                  PIC X(01).
              15  MAEW-3426-SA-EXCPT-CODE             PIC X(01).
              15  MAEW-5076-SPEC-PROG                 PIC X(10).
              15  MAEW-C251-RENT-FLAG                 PIC X(01).
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                15 MAEW-F450-RECD-TYPE.
                20 MAEW-F450-RECD-TYPE-2                PIC X(02).
                20 MAEW-F450-RECD-TYPE-MOD              PIC X(01).
                15 MAEW-F303-GRID-SERV-KEY              PIC X(10).
                15 MAEW-F300-OVERB-FLAG                 PIC X(01).
PHASE2          15 MAEW-3046-PRIOR-APPR-NO              PIC X(11).
PL6138          15 MAEW-5055-HCPCS-CODE                 PIC X(07).
PHASE2          15 MAEW-3148-ACCID-IND                  PIC X(02).
                15 MAEW-F306-CTHP-EX-CD                 PIC X(01).
                15 MAEW-F441-INV-IND-CD                 PIC X(01).
                15 MAEW-F445-DED-COINS-IND              PIC X(01).
                15 MAEW-F477-NYC-FUND-AREA              PIC X(01).
PHASE2          15 MAEW-1455-CLMS-PYR-CD-OI             PIC X(02).
PHASE2          15 MAEW-1455-CLMS-PYR-CD-MCARE-A        PIC X(02).
PHASE2          15 MAEW-1455-CLMS-PYR-CD-MCARE-B        PIC X(02).
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10 MAEW-INPATIENT-SECTION.

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                15 MAEW-3291-DISCH-STAT                 PIC 9(02).
                15 MAEW-3101-NAT-OF-ADMISS              PIC 9(01).
                15 MAEW-F312-ADD-ON-IND                 PIC X(01).
PHASE2          15 MAEW-3297-TP-ALT-CARE-REQ            PIC X(02).
PHASE2          15 MAEW-3298-TP-ALT-CARE-DATE           PIC 9(08).
                15 MAEW-3336-DRG-CODE.
                20 MAEW-3336-DRG-CODE-N                 PIC 9(04).
                15 MAEW-3340-DRG-PAYMENT-TYPE-IND       PIC X(01).
PHASE2          15 MAEW-3367-BIRTH-WGT                  PIC S9(7)V99.
PHASE2          15 MAEW-3253-MED-REC-NO                 PIC X(20).
                15 MAEW-3254-ADMIT-NO                   PIC X(20).
PHASE2          15 MAEW-3337-SERV-INT-WGT               PIC S99V9(4).
PHASE2          15 MAEW-3338-3422-3423-SS-OUT-PCT       PIC SV999.
PHASE2          15 MAEW-3341-SHORT-OUT-ALC-DAYS         PIC S9(04).
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10 MAEW-PHARMACY-SECTION.

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                15 MAEW-5014-RX-CODE                    PIC X(11).
                15 MAEW-5024-THERAP-CODE                PIC X(05).
                15 MAEW-5026-ITEM-TYPE                  PIC X(02).
                15 MAEW-5035-GENERIC-CODE               PIC X(05).
PL5289          15 MAEW-3099-RX-NO                      PIC X(09).
PHASE2          15 MAEW-3232-DAYS-SUPPLY                PIC S9(09).
PHASE2          15 MAEW-3233-REFILL-IND                 PIC X(02).
                15 MAEW-3234-BRAND-NECESS               PIC X(01).
PHASE2          15 MAEW-3251-QTY-DISPENSED              PIC S9(7)V999.
EP0621          15 MAEW-3972-BASIS-COST-DETERM-CD       PIC X(2).
EP0621          15 FILLER                               PIC X(9).
PHASE2          15 MAEW-5022-ALLOW-REFILLS              PIC S9(03)V.
PHASE2          15 MAEW-3018-REFILL-NUM                 PIC S9(09).
                15 MAEW-0000-PEER-GROUP                 PIC X(03).
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10 MAEW-CLAIM-ADJ-SECTION2.

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                15 MAEW-C279-CLAIM-CLASS                PIC X(02).
                15 MAEW-C502-ORIGIN-OF-CLAIM            PIC X(01).
EP1003          15 FILLER                               PIC X(07).
                15 MAEW-3403-CLAIM-MEDIUM-TYPE          PIC X(01).
PHASE2          15 MAEW-C795-ORIG-TREATMENT-IND         PIC X(01).
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        10  MAEW-BENEFICIARY-SECTION2.
                15  MAEW-C505-SEX-CODE-CLAIM              PIC X(01).
PHASE2          15  MAEW-1230-OFFICE                      PIC X(03).
                15  MAEW-1221-TRANS-DIST                  PIC X(02).
                15  MAEW-1050-RECIP-NAME.
                20  MAEW-1050-RECIP-LAST-NAME             PIC X(17).
                20  MAEW-1050-RECIP-FIRST-NAME            PIC X(10).
                20  MAEW-1050-RECIP-MID-INIT              PIC X(01).
                15  MAEW-A037-TMA-IND                     PIC X(01).
                15  MAEW-C607-RESTRCT-EXCPTN-IND          PIC X(01).
                15  MAEW-1840-RRE-CODES.
                20  MAEW-1840-RRE-CODE-TABLE OCCURS 6 TIMES
                        INDEXED BY MEAW-PRE-INDX.
                25  MAEW-1840-PRE-CODE                    PIC X(2).

        10  MAEW-PROVIDER-SECTION2.
                15  MAEW-2006-OUT-OF-STATE-CODE           PIC X(01).
                15  MAEW-2047-PRAC-TYPE                   PIC X(02).
                15  MAEW-2002-TYPE-PRACTICE               PIC X(03).
PHASE2          15  MAEW-2003-PROV-NAME                   PIC X(35).
PHASE2          15  MAEW-1589-PROV-OTH-PYR-NAME           PIC X(35).

        10  MAEW-0000-CLAIM-CONTENTS.
                15  MAEW-3249-ADJUST-CODE                 PIC X(01).
PHASE2          15  MAEW-3146-NO-ATTACH                   PIC S9(04).
                15  MAEW-3169-SPEC-CONSID-IND             PIC X(01).
                15  MAEW-3500-CO-PAY-BYPASS               PIC X(02).

        10  MAEW-0000-DAILY-SYSTEM-DATA.
                15  MAEW-A032-POST-AND-CLEAR              PIC X(01).
                15  MAEW-A032-UTIL-THRESHOLD              PIC X(01).
                15  MAEW-C573-TYPE-OF-SERVICE             PIC X(01).
                15  MAEW-C500-NO-DEBIT-ADJIN              PIC X(01).
                15  MAEW-C538-SPECIAL-FUNDING-IND         PIC X(01).
PHASE2          15  MAEW-C094-CURR-NO-REAS                PIC S9(03).
PHASE2          15  MAEW-C215-WEEKLY-RECYCLE-NO           PIC S9(02).
PHASE2          15  MAEW-C093-TTL-NUMBER-REAS             PIC S9(04).
PHASE2          15  MAEW-C091-NUM-TIMES-RECY              PIC S9(02).
PHASE2          15  MAEW-3055-STATUS                      PIC X(01).
                15  MAEW-5003-DIAG-CLASS-CODES.
                20  MAEW-5003-CLASS-CODE-1                PIC X(02).
                20  MAEW-5003-CLASS-CODE-2                PIC X(02).
                15  MAEW-5051-PRIOR-APRVL-CD              PIC X(01).
PHASE2          15  MAEW-C288-CYCLE-NUM                   PIC S9(04).
PHASE2          15  MAEW-3054-ADJUD-DTE-CYMD              PIC X(10).
PHASE2          15  MAEW-C219-STATE-PEND-DTE-CYMD         PIC X(10).
                15  MAEW-0000-RECYCLE-DATES.
                20 MAEW-C086-RECYCL-DATE1.
                25 MAEW-C086-RECYCL-MM                    PIC X(2).
                25 MAEW-C086-RECYCL-DD                    PIC X(2).
                20 MAEW-C087-RECYCL-DATE2.
                25 MAEW-C087-RECYCL-MM                    PIC X(2).
                25 MAEW-C087-RECYCL-DD                    PIC X(2).
EP0695          15  MAEW-3157-LI-PAID-AMT               PIC S9(09)V99.
EP0695          15  MAEW-C557-PROV-PEND-DT               PIC X(10).
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                15 MAEW-C789-OTHINS-PAYMENT-IND      PIC X(01).
                15 MAEW-C791-MAN-REVIEW-IND          PIC X(01).
                15 MAEW-C792-SA-APPLIED              PIC X(01).
PL4536          15 MAEW-3002-I-TRAN-CODE             PIC X(04).
PL6138          15 MAEW-0394-TY-OF-BILL-1-2          PIC X(02).
PL6138          15 MAEW-0395-TY-OF-BILL-3            PIC X(01).
PL6138          15 MAEW-0138-ADM-SRC-CD              PIC X(01).
EP0695          15 MAEW-1093-VALUE-CD-2              PIC X(02).
EP0695          15 MAEW-1093-VALUE-CD-3              PIC X(02).
EP0895          15 MAEW-1565-TOOTH-QUAD-1            PIC X(02).
EP0895          15 MAEW-1403-ZERO-FILL-IND           PIC X(01).
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10 MAEW-INPATIENT-SECTION2.

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                15 MAEW-C063-DISABILITY-INP          PIC X(01).
PHASE2          15 MAEW-C355-COPAY-EXCP-IND-INP      PIC X(02).
                15 MAEW-2201-LOM-RECORD-CODE-INP     PIC X(01).
PHASE2          15 MAEW-3421-COST-OUTLIER-IND-INP    PIC X(01).
                15 MAEW-2195-REG-CD-INP              PIC X(02).
                15 MAEW-3012-ADMISSION-HR-INP        PIC X(02).
                15 MAEW-3290-DISCH-HR-INP            PIC X(02).
PHASE2          15 MAEW-C503-STAY-DATE-CYMD-INP      PIC 9(08).
PHASE2          15 MAEW-3264-OTH-PROC1-CYMD-INP      PIC X(10).
PHASE2          15 MAEW-3264-OTH-PROC2-CYMD-INP      PIC X(10).
PHASE2          15 MAEW-3264-OTH-PROC3-CYMD-INP      PIC X(10).
PHASE2          15 MAEW-3264-OTH-PROC4-CYMD-INP      PIC X(10).
PHASE2          15 MAEW-3264-OTH-PROC5-CYMD-INP      PIC X(10).
EP1003          15 MAEW-C609-COINS-PAID-AMT          PIC S9(09)V99.
PHASE2          15 MAEW-C356-SA-DAYS-INP             PIC S9(04).
PHASE2          15 MAEW-C242-OTHER-COVERAGE-INP      PIC S9(09)V99.
                15 MAEW-3343-DRG-GROUPER-NUM-INP     PIC X(02).
PHASE2          15 MAEW-3342-3420-AVG-LTH-STY-INP    PIC S9(05)V99.
EP1003          15 MAEW-3506-DEDUCT-COINS-AMT        PIC S9(09)V99.
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10 MAEW-PHARMACY-SECTION2.

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                15 MAEW-5085-PEND-DENY-PHR           PIC X(01).
PHASE2          15 MAEW-5084-PRAC-FREQ-TIMES-PHR     PIC X(02).
PHASE2          15 MAEW-5084-PRAC-FREQ-OCCURS-PHR    PIC X(02).
                15 MAEW-5086-MED-DENT-LMT-CD-PHR     PIC X(01).
                15 MAEW-2201-LOM-RECORD-CODE-PHR     PIC X(01).
CC0592          15 MAEW-2011-PRESCRIPT-SERIAL-NO     PIC X(12).
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10 MAEW-FORMA-SECTION.

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                15 MAEW-C063-DISABILITY-A            PIC X(01).
PHASE2          15 MAEW-5055-PAC-PROC-CODE-A.
PHASE2           20 MAEW-3410-PAC-PROC-CODE-A        PIC X(05).
                15 MAEW-3405-PAYSRCE-MED-A           PIC X(01).
                15 MAEW-3406-PAYSRCE-OTH-A           PIC X(01).
                15 MAEW-5085-PEND-DENY-A             PIC X(01).
PHASE2          15 MAEW-5084-PRAC-FREQ-TIMES-A       PIC X(02).
PHASE2          15 MAEW-5084-PRAC-FREQ-OCCURS-A      PIC X(02).
                15 MAEW-5086-MED-DENT-LMT-CODE-A     PIC X(01).
PHASE2          15 MAEW-C511-MAX-ALLOW-FEE-A         PIC S9(05)V99.
                15 MAEW-2201-LOM-RECORD-CODE-A       PIC X(01).
EP0695          15 MAEW-3013-LI-SERV-DATE            PIC X(10).
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EP0695          15 MAEW-3015-LI-END-DT-SERV          PIC X(10).
EP0695          15 MAEW-1093-VALUE-CD-5              PIC X(02).
EP0895          15 MAEW-1565-TOOTH-QUAD-2            PIC X(02).
EP0895          15 MAEW-1565-TOOTH-QUAD-3            PIC X(02).
EP0895          15 MAEW-1565-TOOTH-QUAD-4            PIC X(02).
EP0895          15 MAEW-1565-TOOTH-QUAD-5            PIC X(02).

        10 MAEW-FORMB-SECTION.
PHASE2          15 MAEW-C242-OTHER-COVERAGE-B        PIC S9(09)V99.
EP1003          15 MAEW-2769-LI-STATE-AMT            PIC S9(09)V9(8).
EP1003          15 FILLER                            PIC X(02).

        10 MAEW-FORMC-SECTION.
                15 MAEW-C063-DISABILITY-C             PIC X(01).
                15 MAEW-5085-PEND-DENY-C              PIC X(01).
PHASE2          15 MAEW-5084-PRAC-FREQ-TIMES-C        PIC X(02).
PHASE2          15 MAEW-5084-PRAC-FREQ-OCCURS-C       PIC X(02).
                15 MAEW-5086-MED-DENT-LMT-CODE-C      PIC X(01).
EP0695          15 MAEW-3367-BIRTH-WGT-2              PIC S9(07)V99.
PL6138          15 FILLER                             PIC X(03).

        10 MAEW-ENCOUNTER-SECTION.
P10929          15 MAEW-0001-DOC-CNTRL-NUMBER         PIC X(12).
EP1003          15 MAEW-2762-LI-LOCAL-AMT             PIC S9(09)V9(8).
EP1003          15 FILLER                             PIC X(16).
EP0695          15 MAEW-1094-VALUE-AMT-3              PIC S9(07)V99.
EP0695          15 MAEW-1025-LI-CHRG-AMT              PIC S9(07)V99.
PL6138          15 MAEW-1455-OTH-FILING-IND           PIC X(02).
PL6138          15 MAEW-1983-ENCT-PYMT-TY-CD          PIC X(01).
PL6138          15 FILLER                             PIC X(21).

        10 MAEW-NEW-DE-SECTION.
PHASE2          15 MAEW-S001-PART-A-COINS             PIC S9(09)V99.
PHASE2          15 MAEW-S001-PART-B-COINS             PIC S9(09)V99.
PHASE2          15 MAEW-S033-PART-A-DEDUCT            PIC S9(09)V99.
PHASE2          15 MAEW-S033-PART-B-DEDUCT            PIC S9(09)V99.
PHASE2          15 MAEW-S040-CO-PAY-PART-A            PIC S9(09)V99.
PHASE2          15 MAEW-S040-CO-PAY-PART-B            PIC S9(09)V99.

        10 MAEW-DW-SECTION.
PHASE2          15 MAEW-0161-CLAIMS-DOC-TYPE-CODE     PIC X(1).
PHASE2          15 MAEW-0481-CLAIMS-PYR-CP-AMT-OI     PIC S9(9)V99.
PHASE2          15 MAEW-0482-CLAIMS-PYR-DD-AMT-OI     PIC S9(9)V99.
PHASE2          15 MAEW-0564-CLAIMS-ALLOW-AMT         PIC S9(7)V99.
PHASE2          15 MAEW-0743-CLAIMS-CALC-TOT-AMT      PIC S9(9)V99.
PHASE2          15 MAEW-1013-CLAIMS-PYR-CO-AMT-OI     PIC S9(9)V99.
PHASE2          15 MAEW-1025-CLAIMS-TOT-CHRG-AMT      PIC S9(9)V99.
PHASE2          15 MAEW-1085-CLAIMS-PYR-PD-AMT-OI     PIC S9(9)V99.
PHASE2          15 MAEW-1101-CLAIMS-COPAY-EXCP-ND     PIC X(2).
PHASE2          15 MAEW-1105-CLAIMS-PYR-AL-AMT-OI     PIC S9(9)V99.
PHASE2          15 MAEW-1404-MARS-RATE-VARIANCE       PIC S9(5)V99.
PHASE2          15 MAEW-1627-MARS-CMS-AGE-MOS         PIC S9(5).
PHASE2          15 MAEW-1678-MARS-CMS-AGE-CD          PIC X(1).
PHASE2          15 MAEW-2683-CLAIMS-LGTH-STAY-DYS     PIC S9(3).
PHASE2          15 MAEW-2779-MARS-CMS-DOB-DT          PIC X(10).
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PHASE2      15 MAEW-4340-CLAIMS-ADJUD-CYCLE        PIC 9(4).
PHASE2      15 MAEW-1320-MARS-FNDNG-EXC-CD         PIC X(1).
PHASE2      15 MAEW-8131-REFR-SVC-AREA-CD          PIC X(1).
PHASE2      15 MAEW-1095-CLAIMS-OCC-CD             PIC X(2).
PHASE2      15 MAEW-0317-CLAIMS-DRUG-RT-CD         PIC X(1).
PHASE2      15 MAEW-0425-MARS-CLAIM-LI-SEQ-NO      PIC S9(2).
PL6138      15 MAEW-1093-VALUE-CD-4                PIC X(2).
PHASE2      15 MAEW-0737-CLAIMS-BSECHNG-RSNCD      PIC X(2).
PHASE2
PHASE2    10 MAEW-MARS-DATA-SEQ-NO                 PIC S9(02).
PHASE2    10 MAEW-MARS-DATA-SECTION OCCURS 12 TIMES
PHASE2             INDEXED BY MAEW-INDX.
PHASE2
            15 MAEW-1220-COUNTY-CODE              PIC X(02).
            15 MAEW-1380-RECP-COV-CODE-1           PIC X(02).
PHASE2      15 MAEW-0227-MARS-CLIENT-AID-CAT       PIC X(2).
            15 MAEW-1580-CHARGE-IND                PIC X(02).
PHASE2      15 MAEW-0594-MARS-CLIENT-COE-DATE      PIC X(10).
PHASE2      15 MAEW-C241-CALC-MCAID-DAYS-INP       PIC S9(04).
PHASE2      15 MAEW-C245-CALC-MED-DYS-2-INP        PIC S9(04).
PHASE2      15 MAEW-C246-CALC-MED-DYS-3-INP        PIC S9(04).
PHASE2      15 MAEW-C247-CALC-MED-DYS-4-INP        PIC S9(04).
PHASE2      15 MAEW-C241-CALC-MEDICAID-DAYS-B      PIC S9(04).
PHASE2      15 MAEW-0408-MARS-AGE-GROUP-CODE       PIC X(1).
            15 MAEW-F304-RECIP-KEY                 PIC X(03).
PHASE2      15 MAEW-F305-RECIP-AGE-MON             PIC S9(04).
            15 MAEW-F451-SPEC-FND                  PIC X(01).
PHASE2      15 MAEW-1158-MARS-FUND-PCT-CODE        PIC X(1).
            15 MAEW-F491-MAID-CAT                  PIC X(05).
            15 MAEW-F493-XIX-CAT                   PIC X(02).
            15 MAEW-F494-MFFPX                     PIC X(01).
            15 MAEW-F905-ACCUM-30                  PIC X(01).
PHASE2      15 MAEW-F902-FED-AMT                   PIC S9(09)V9(8).
PHASE2      15 MAEW-F903-STATE-AMT                 PIC S9(09)V9(8).
PHASE2      15 MAEW-F904-LOCAL-AMT                 PIC S9(09)V9(8).
PHASE2      15 MAEW-C235-FED-SHARES                PIC S9V9(6).
PHASE2      15 MAEW-C236-STATE-SHARES              PIC S9V9(6).
PHASE2      15 MAEW-C237-LOCAL-SHARES              PIC S9V9(6).
EP0695    10 MAEW-4266-CLMS-GRP.
EP0695      15 MAEW-4266-CLMS-TOOTH-TBL OCCURS 10 TIMES
EP0695             INDEXED BY MAEW-4266-CLMS-IDX.
EP0695      20 MAEW-4266-TOOTH-NUM                 PIC X(02).
EP0695      20 MAEW-3113-SURFACE.
EP0695      25 MAEW-3113-SURFACE-1                 PIC X(1).
EP0695      25 MAEW-3113-SURFACE-2                 PIC X(1).
EP0695      25 MAEW-3113-SURFACE-3                 PIC X(1).
EP0695      25 MAEW-3113-SURFACE-4                 PIC X(1).
EP0695      25 MAEW-3113-SURFACE-5                 PIC X(1).
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Attachment 17

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 setoff 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.

Attachment 18

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 anyU 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 nonprocurement 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 Nonprocurement 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 19

Appendix H

Federal Health Insurance Portability and Accountability Act ("HIPAA")
Business Associate Agreement ("Agreement") Governing Privacy and Security

I. Definitions:

(a) Business Associate shall mean the CONTRACTOR.

(b) Covered Program shall mean the STATE.

(c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of the Business Associate:

(a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

(b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.

(c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.

(d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.

(e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

(f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.

(g) The Business Associate agrees to make any amendment(s) to Protected Health

Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.

(h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.

(i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. <u>Permitted Uses and Disclosures by Business Associate</u>

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

(1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.

(3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR '164.502(j)(1).

IV. Obligations of Covered Program

Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions

(a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

(b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

(c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

VI. Term and Termination

(a) ***Term.*** **The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.**

(b) ***Termination for Cause.*** **Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.**

(c) ***Effect of Termination.***

(1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. <u>Violations</u>

(a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

(b) The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.

Miscellaneous

(a) *Regulatory References*. A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.

(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.

(e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.

(f) HIV/AIDS. If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

(HIPAA Appendix H) 6/05

Attachment 20

Appendix I: Medicaid Confidential Data/Protected Health Information Privacy Language

Medicaid Confidential Data includes, but is not limited to, names and addresses of Medicaid bidders/beneficiaries, the medical services provided, social and economic conditions or circumstances, the Department's evaluation of personal information, medical data, including diagnosis and past history of disease and disability, any information regarding income eligibility-and amount of medical assistance payment, income information, and/or information regarding the identification of third parties, . Income information received from SSA or the Internal Revenue Service must be safeguarded according to the requirements of the agency that furnished the data. Also any information received in connection with the identification of legally liable third party resources under 433.138 of this chapter. Each element of Medicaid confidential data is confidential regardless of the document or mode of communication or storage in which it is found.

Note that this contract involves the Medicaid Confidential Data (MCD) of beneficiaries and possibly bidders, both of which are confidential pursuant to Section 367b(4) of the N.Y. Social Services Law, 42 U.S.C. Section 1396(a)(7), Section 1902(a)(7) of the Social Security Act and 42 C.F.R. Section 431.300 et seq.

NO DISCLOSURE OF MCD IN YOUR POSSESSION CAN BE MADE TO ANY OTHER PERSON OR ENTITY WITHOUT THE PRIOR WRITTEN PERMISSION OF THE NEW YORK STATE DEPARTMENT OF HEALTH (NYSDOH), MEDICAID CONFIDENTIAL DATA REVIEW COMMITTEE (MCDRC). LIKEWISE, NO USE(S), OTHER THAN THE USE(S) OF MCD APPROVED IN THIS DATA EXCHANGE APPLICATION AND AGREEMENT, CAN BE MADE OF THE MCD WITHOUT THE PRIOR WRITTEN APPROVAL OF NYSDOH, MCDRC.

Also, pursuant to Section 367b(4) of the NY Social Services Law, information relating to persons APPLYING FOR medical assistance shall also be considered confidential and shall not be disclosed to persons or agencies without the prior written approval of the New York State Department of Health.

AIDS/HIV Related Confidentiality Restrictions:

Also note that Medicaid Confidential Data (MCD) may contain HIV related confidential information, as defined in Section 2780(7) of the N.Y. Pub. Health Law. As required by N.Y. Pub. Health Law Section 2782(5). The New York Department of Health hereby provides you with the following notice:

HIV/AIDS NOTICE

This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of

state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for further disclosure.

The contractor agrees that any further disclosure of MCD requires the prior, written approval of the New York State Department of Health (NYSDOH), Medicaid Confidential Data Review Committee (MCDRC). The Contractor will require and ensure that any approved agreement, contract or document with a subcontractor contains the above Notice and a statement that the subcontractor or other party may not disclose the MCD without the prior, written approval of the NYSDOH MCDRC.

Alcohol and Substance Abuse Related Confidentiality Restrictions

Alcohol and substance abuse information is confidential pursuant to 42 C.F.R. Part 2. General authorizations are ineffective to obtain the release of such data. The federal regulations provide for a specific release for such data.

ANY AGREEMENT, CONTRACT OR DOCUMENT WITH A SUBCONTRACTOR MUST CONTAIN ALL OF THE ABOVE PROVISIONS PERTAINING TO CONFIDENTIALITY. IT MUST CONTAIN THE HIV/AIDS NOTICE AS WELL AS A STATEMENT THAT THE SUBCONTRACTOR MAY NOT USE OR DISCLOSE THE MCD WITHOUT THE PRIOR WRITTEN APPROVAL OF THE NYSDOH, MCDRC.

Bidder/Contractor
Signature……Date……/……/……

Name Printed……

Company…….

Second Bidder/Contractor
Signature……Date……/……/……

Name Printed……

Company…….

ATTACHMENT 21
BIDDER'S PROPOSED M/WBE UTILIZATION PLAN

Bidder Name:	
RFP Title:	**RFP Number** **0712071036-R**

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

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

MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

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

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

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

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

Attachment 22

This list is to assist the bidder in submitting a complete Proposal. **Not all RFP requirements are included on this list.** Bidders are responsible for carefully reading the RFP and responding to all requirements. **Failure to provide all required information may result in rejection of the Proposal.**

Technical Proposal:

1. Transmittal letter

2. Technical Proposal narrative

3. Required Forms
   - Bidder's Assurances – Attachment 2

   - Vendor Responsibility Attestation – Attachment 5

   - Technical Proposal Forms – Attachment 8

   - Medicaid Confidential Data/Protected Information Privacy Language – Attachment 20

Cost Proposal:

1. Bid Form – Attachment 3

2. Proof of incorporation and financial viability

3. Cost Proposal Forms – Attachment 7

4. State Consultant Services Form A – Attachment 6

5. Proof of federal designation as a Quality Improvement Organization or equivalent for FFP purposes

6. Bidders Proposed M/WBE Utilization Plan – Attachment 21

7. NYS Taxation and Finance Form (ST-220-TD) – Attachment 9
   NYS Taxation and Finance Form (ST-220-CA) – Attachment 10

Part B: AIDS Intervention Management System Activities

Part B is a request by the AIDS Institute, New York State Department of Health and Health Research, Inc. (hereafter referred to as the Department), for proposals from qualified entities to conduct utilization and quality of care reviews, quality improvement projects including but not limited to services provided to individuals with HIV/AIDS in New York State.

The purpose of Part B of this Request for Proposals is to identify and fund a peer review organization to collect, compile, and assist with analysis of data defined by the AIDS Institute as indicators of performance and quality of care.

The bidder selected as the AIMS contractor shall work cooperatively with the Department's AIDS Institute to implement a comprehensive program of Utilization Review (UR), Quality Assurance (QA), and data collection and analysis in health care settings throughout New York State. This program shall encompass utilization reviews at acute and ambulatory sites and ongoing monitoring of the quality of care rendered to persons with HIV/AIDS in acute, chronic and ambulatory care sites in New York State to stimulate ongoing quality improvement. Programmatic and review data captured under this program will be used to conduct program planning and evaluation activities, epidemiologic analyses, evaluation of the progression of HIV infection and establishment of a quantitative basis for future program development and direction.

The organization selected as a result of this RFP will be responsible for data collection, data base creation and maintenance, data analysis and report generation as needed to support the Department’s utilization review and quality of care review programs.

The Department may modify workload and funding levels to meet ongoing program requirements. In the event that a competitive bidding process or cancellation of the contract results in reversion of the AIMS program services to the AIDS Institute, or transfer to another organization, the successful bidder for this contract must be prepared to cooperate and actively participate in the transfer of all documents and information relevant to the program. A description of how such a transfer would be implemented must be included in the proposal.

In addition to the qualifications described in this RFP (Section I: Introduction, Section II: Background and Section V Administrative), for Part B: AIDS Intervention Management System Activities, preference will be given to bidders who demonstrate applicable experience with deliverables in the volume and complexity as described in this Part. Preference also will be given to organizations who demonstrate ability and willingness to apply advanced technologies to increase efficiency and effectiveness of the data collection, analysis, and reporting functions, such as use of laptop data entry, scannable forms, and reports in formats easily transmitted by e-mail.

Previous funding for the AIMS contract for New York has been obtained through a combination of state and federal funds, including Ryan White Care Act funding. In addition to State funds, a portion of the award made for Part B: AIDS Intervention

Management System may be supported by federal funds administered by Health Research, Inc. (HRI). There may be multiple contracts awarded to the winning bidder: one State contract and one or more HRI contracts, based on funding streams. Contracts awarded using any or all portion(s) of federal funds will be issued by HRI, and will utilize contract language provided in Attachments 22 and 23.

The specific duties of the review contractor(s) selected through this RFP process are detailed in Section III: Detailed Specifications - Scope of Work (Part B: AIDS Intervention Management System Activities). During the course of the contract, the contractor agrees to fulfill the program goals, objectives and responsibilities stated in this RFP.

Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System Activities)

A. Overall Goals and Objectives

The Department's overall AIMS QA and UR objectives are to assure that services provided to persons with HIV infection are necessary and appropriate, meet professionally recognized standards of care and are provided at the most appropriate and economical level of care. The Department is interested in assuring that review mechanisms are implemented that focus on improving the quality of care provided to this population, that provide information necessary to evaluate overall coordination of care and that can be used to assess quality and utilization of care of persons with HIV infection whether they are in fee-for-service Medicaid, mainstream managed care, or HIV Special Needs Plans (HIV SNPs). In addition, the Department is interested in reducing unnecessary and inappropriate inpatient and outpatient Medicaid utilization.

The contractor shall conduct quality of care and utilization reviews as directed and shall develop and prepare statistical and descriptive data reports as described in the following subsections. The contractor should be prepared to apply state-of-the-art computer technologies throughout the data collection, analysis and reporting processes. The term "review" as used throughout this section is defined as the application of a single quality of care (QOC) (or its equivalent) review tool or conduct of a single utilization review. Quality of care reviews are to be conducted using review tools approved by the AIDS Institute.

The contractor should be prepared to conduct as many as 118,600 reviews during one contract year. The contractor will be expected to conduct reviews at approximately 270 sites including acute, ambulatory and chronic care facilities annually. These reviews are to include both quality and utilization reviews as well as managed care reviews. As noted above, in calculating the number of reviews conducted, each application of a QOC review tool shall be counted as an independent review. (Attachments 13 and 15)

Reviews conducted during one contract year shall be of a number sufficient to assure that all acute, chronic and ambulatory care sites identified by the AIDS Institute are reviewed as appropriate and medically necessary, and that the number of medical records reviewed at each facility are of a quantity sufficient to assure, with statistical confidence, that they are representative of care provided at the facility.

The contractor shall implement utilization and quality assurance systems as defined by the AIDS Institute (AI) to evaluate services provided to individuals diagnosed with HIV or AIDS at all sites of care including Designated AIDS Centers and other acute care facilities; AIDS nursing facilities; adult day health care sites; COBRA (Community Follow-Up Program) agencies and primary care providers including but not limited to those that have signed the HIV primary care provider agreement. All information generated through these reviews shall be reported to

the AIDS Institute and to individual providers at the direction of and in accordance with formats approved by the AIDS Institute.

The quality of care and utilization review programs must be consistent with standards of care and treatment protocols established by the AIDS Institute. These clinical practice guidelines, published by the AIDS Institute, pertain to HIV prevention and medical management of adults, children, and adolescents with HIV infection, and can be found at the website: www.hivguidelines.org. Details of the COBRA Community Follow-Up Program, including Case Management standards and guidelines, may be obtained from the AIDS Institute website www.cobracm.org. (Attachment 16)

The contractor shall be held accountable for achieving the goals and objectives specified in this section, for conducting QA and UR reviews at all sites of care (as appropriate) and for providing all deliverables enumerated in this Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System) to the AIDS Institute on a timely basis. To assure consistency in the preparation of the Technical and Cost Proposals, Section III.B through Section III.H is an estimate of the requirements that must be completed **annually** over the five year contract period.

The Department expects 95% of the annual goals and objectives specified in this section to be completed each contract year over the five year period, unless waived by the Department.

B. Quality of Care Responsibilities

The contractor is charged with conduct of reviews in support of an overall program of quality improvement at acute, ambulatory and chronic care sites throughout the state. (Attachments 13 and 15) This responsibility shall be defined to include the following:

- development of clinical review tools, using indicators defined by the HIV QOC program, as directed by the AIDS Institute;

- creation of surveillance tools associated with these review tools (surveillance tools are the tools used to identify population and sample sizes in facilities subject to reviews);

- generation of the computer logic necessary to maintain an ongoing data base of review results, and to generate analytic and statistical reports in a format that can be transmitted electronically or as otherwise specified;

- piloting and implementation of each review tool on an ongoing basis at all sites of care (as appropriate).

1. General Responsibilities

At the direction of the AIDS Institute, the contractor shall conduct reviews in support of a quality of care program for all HIV beneficiaries (all payers, including Medicare) at all sites of care. This review process, which shall be conducted in accordance with clinical practice guidelines established by the AIDS Institute, shall identify and monitor issues and concerns relative to the care and treatment provided to persons with HIV/AIDS.

The contractor is authorized and responsible, in consultation with the AIDS Institute, for denying payment for any care provided to a Medicaid patient determined to have resulted in serious patient harm. In addition, the contractor shall also be responsible for implementing sanctions or other appropriate actions. No less than 80% of the contractor's work will involve services provided to the Medicaid population.

As part of an overall Quality Assurance (QA) program the contractor shall, at the direction of the AIDS Institute, develop, implement, conduct and report clinical review tool findings to the AIDS Institute and to individual facilities on a regular and ongoing basis. Patient care reviews using clinical review tools shall be used to evaluate the quality of the care rendered to persons with HIV/AIDS treated at acute, ambulatory, and chronic care facilities in New York State.

The actual number of review tools applied for each review type at the time this RFP was issued may be found in Attachment 15.

2. Ambulatory Care – Adult and Pediatric / Adolescent Services

At the direction of the AIDS Institute the contractor shall conduct quality reviews of care provided to persons with HIV/AIDS at hospital outpatient departments (both Designated AIDS Center and non-Designated AIDS Center hospitals) and at HIV primary care provider sites, including diagnostic and treatment centers, community health centers, AIDS Adult Day Health Care Programs, and drug treatment centers. Each medical record selected for review is estimated to require the application of up to ten independent quality of care review tools.

3. HIVQUAL Validations

At the direction of the AIDS Institute, the contractor will conduct validation reviews applying HIVQUAL indicators for a core set of algorithms for the facilities participating in HIVQUAL. Each review is estimated to require the application of up to five independent quality of care review tools.

4. Maternal-Pediatric, Prevention and Care (MPPC)

At the direction of the AIDS Institute, the contractor will conduct MPPC program reviews of care rendered to all newborns testing positive for HIV and

their mothers to monitor services intended to prevent perinatal transmission of HIV. The New York State Department of Health Newborn Screening Program will provide case identification information to the contractor. The reviews will span four levels of care: prenatal, perinatal, postpartum, and pediatric care. Each medical record selected for review is estimated to require the application of up to four independent quality of care review tools.

5. Ryan White Care Act Part A Mental Health Reviews

Patient care reviews using clinical and non-clinical algorithms shall be used to evaluate the quality of care rendered to persons with HIV/AIDS cared for in mental health programs by mental health professionals. Each medical record selected for review is estimated to require the application of up to six independent quality of care review tools.

6. Ryan White Care Act Part A Special Projects

The AIDS Institute, in consultation with the contractor, will evaluate emerging issues related to the quality of HIV services and develop methodologies for conducting reviews of these services. Review activities will be implemented as appropriate. Each medical record selected for review is estimated to require the application of up to ten independent quality of care review tools.

7. Other Reviews

The AIDS Institute, in consultation with the contractor, will evaluate emerging issues related to the quality of HIV services and develop methodologies for conducting reviews of these services. Review activities will be implemented as appropriate. Examples may include longitudinal reviews of cohorts of patients or studies of quality of HIV care under various models of care. Each medical record selected for review is estimated to require the application of up to ten independent quality of care review tools.

8. Other Quality Responsibilities

At the direction of the AIDS Institute, the contractor will participate in and provide technical assistance for Quality Learning Network (QLN) activities. The purpose of QLN will be to enable facilities to devise methods and procedures for quality improvement, and ways to utilize data and data systems to drive quality improvement. Staff from HIV Special Needs Plans (SNPs) and current and projected hospital-based providers in SNP networks will be participating in the learning network. This may involve individual meetings and/or conference calls between the contractor and AIDS Institute staff to plan QLN activities, as well as presentations at up to four (4) QLN meetings per year.

C. Utilization Review Responsibilities

1. General Responsibilities

The contractor will be responsible for operating a cost effective review system to assure that services provided to Medicaid beneficiaries with HIV or AIDS in acute care hospitals, ambulatory care facilities, adult day health care and COBRA agencies are medically necessary, appropriate and are provided in an efficient manner. These reviews shall be conducted in accordance with guidelines established by the AIDS Institute. These programs are intended to assure that services provided to Medicaid beneficiaries with AIDS or HIV infection are medically necessary and appropriate and are provided in accordance with standards set forth in Department Memoranda and regulations.

The volume of reviews is expected to approximate the figures in Attachments 13 and 15 (These figures are subject to revision by the AIDS Institute in consultation with the contractor.) Attachment 13 is a projection of the total number of annual reviews anticipated for each of the programs listed. Attachment 15 explains how the indicators are weighted according to complexity. The weights can be used to determine cost of reviews for a particular indicator, based on your unit review cost. For example, for VL (Viral Load) outcomes, the review is weighted as three (3) reviews for the VL measurement component and one (1) review for the Substance Use component. Cost per patient would be the calculated unit cost times four (4).

Specific case selection criteria and the sampling methodology will be developed and implemented by the contractor. Bidders must include in their proposal case selection criteria/methodology.

The contractor shall have binding payment authority and responsibility for Medicaid services delivered to beneficiaries with AIDS or HIV infection in acute and ambulatory care settings **and is authorized and responsible for denying Medicaid payment** for any care determined by the contractor to have been medically unnecessary and/or that failed to meet the standards of care required of providers set forth in Department Memoranda and regulations. The contractor shall take immediate and effective action against any provider or physician determined to have provided inappropriate or unnecessary care to Medicaid beneficiaries with AIDS or HIV infection. This action shall include, but is not limited to:

- Identification of inappropriate Medicaid billings, auto-adjustments of outpatient billings, payment denials and follow-up to assure that all such denials have been processed appropriately;

- Referral to the Department for additional action; or

- Technical assistance to providers which may include but shall not be limited to Medicaid reimbursement policies and billing procedures.

2. Inpatient UR Deliverables

Utilization reviews of both per diem and DRG billed cases are to be conducted

at all Designated AIDS Centers during the course of the contract year. In addition, utilization reviews are to be conducted at acute care facilities other than Designated AIDS Centers at the direction of the AIDS Institute. To the extent possible all utilization reviews are to be conducted concurrently with quality assurance reviews. DRG validations are to be conducted to assure that diagnostic procedure information regarding the patient is coded and reported by the hospital which meets both the attending physician's description and information contained in the patient's medical record following generally acceptable coding guidelines.

Inpatient Utilization Reviews at Designated AIDS Centers shall be consistent with Medicaid billing policies and procedures; reviews of beneficiaries treated at non-Designated Centers shall be consistent with standards of care developed by the Department.

The contractor will also review cost outliers provided by the Department to assure that services were medically necessary, appropriately billed, not duplicated, and actually rendered and ordered by a physician.

3. Adult Day Health Care Reviews

Adult Day Health Care reviews look at a sample of clients receiving services during a designated six-month period. The sample includes high utilizers and may also look at appropriateness of services for clients who do not surpass the threshold for high utilizers (>4 visits/week).

4. COBRA (Community Follow-Up Program) Reviews

COBRA reviews look at high utilizers of intensive case management services provided under the COBRA case management program to assess appropriateness of services in relation to the COBRA guidelines.

5. Other Utilization Reviews

In addition to the reviews described above the contractor shall be responsible for focused utilization reviews as directed by the AIDS Institute.

D. Managed Care Responsibilities

The contractor will conduct quality of care reviews of persons with HIV/AIDS enrolled in managed care plans / HIV Special Needs Plans (HIV SNPs). The method and reporting format(s) for these reviews will be determined by the AIDS Institute in consultation with the Office of Health Insurance Programs (OHIP). The reviews will include but not be limited to:

1. Access and Availability Surveys

The contractor will work with AIDS Institute and Office of Health Insurance

Programs staff to conduct surveys to evaluate the adequacy of provider access and availability in HIV SNPs. The standards for access and availability are outlined in Section 15 of the HIV SNP Model Contract: (www.health.state.ny.us/nysdoh/hivaids/snps/contract.htm).

The activity involves: assisting the AIDS Institute in development/refinement of the methodology to be used; selecting a sample; conducting the survey; summarizing and compiling results; and preparing and disseminating reports for the Department, the AIDS Institute and the HIV SNPs. This will involve telephone surveys, administrative and medical record reviews for SNP beneficiaries to evaluate provision of specialty services, which currently include mental health, substance abuse, treatment adherence, use of specialists, and family planning, but which may be modified.

2. Validation of SNP Risk Adjusted Rates

The contractor will conduct administrative and medical record reviews to verify documentation of the HIV status of HIV SNP beneficiaries. The HIV SNP capitation rates may be calculated differently than rates for mainstream managed care organizations. HIV capitation rates will be used in HIV SNPs. The critical functions of monitoring appropriate charges and controlling costs will be affected through disease diagnosis validation.

3. Focused Clinical Studies

The contractor will work cooperatively with the AIDS Institute to design and conduct up to two (2) focused clinical studies per year. A potentially significant role for the contractor in the quality improvement process is to provide information on patterns of care. The specific tasks to be accomplished in the focused clinical studies include: collaborating on study design; identifying study populations; medical record selection; data collection and verification reflecting a sample of the enrollee population at a level of complexity similar to the acute care reviews described in Sections III.B.2 and III.B.3; data analysis and reporting of findings. The contractor may also be asked to assist in planning, conducting and evaluating interventions based upon the study findings.

4. Quality of Care (QOC) Medical Record Reviews

The contractor will conduct quality medical record reviews to assess care provided to SNP enrollees. The complexity of the reviews will be comparable to the reviews done for QOC in Sections III.B.2 and III.B.3. The contractor will apply existing clinical review tools, conduct routine pediatric reviews and measure inter-rater reliability. The review process monitors standards of care and treatment provided to persons with HIV and AIDS.

5. SNP-Related Research and Data Analysis

The contractor will work with the AIDS Institute to access, compile and analyze

data about SNPs from interviews and existing sources to answer questions relevant to policy, consumer advocacy, quality issues and research/evaluation. It is expected that the contractor will provide the data and expertise as needed to support the writing of policy-related papers and reports, and may be asked to prepare such papers and reports.

6. Other Reviews

The contractor will collaborate with the AI to develop and implement other types of reviews that may be needed to address evolving needs in the Special Needs Plans. The complexity of such reviews will be comparable to the reviews done for QOC medical record reviews described in Sections III.B.2 and III.B.3.

E. Reporting Responsibilities

The contractor shall provide monthly reports to the Department of its activities including individual reports of QOC review findings and summaries of all denials of Medicaid reimbursement in a computer readable format acceptable to the Department.

All statistics and information generated through the review process (UR and CQI) and reviews of paid claims files shall be used to develop analytic and descriptive reports for use by AIDS Institute program staff and by individual facilities and providers of care. The contractor shall prepare and submit within negotiated timeframes; i.e., monthly and quarterly reports of its activities, including, but not limited to, a summary of all review findings by facility and region including cases and days reviewed, approved, denied, admission denials, DRG changes, quality of care findings, and corrective action taken by the contractor.

At the request of the Department, the contractor will produce reports from data derived from reviews conducted in previous years, such as multi-year or UR analyses, and from other databases as needed.

F. Staff Recruitment and Training

The contractor shall assure that sufficient personnel are hired and on staff to implement the review program as described in this document and consistent with the cost proposal for this contract. This shall be defined to include recruitment and hiring of sufficient nurse review staff with appropriate experience, data management and analysis staff, computer programming staff, and physicians with special expertise in HIV/AIDS (including pediatricians).

Under the direction of the AIMS Medical Director, the contractor shall provide ongoing AIMS staff education and training regarding the continuum of HIV care, relevant surveillance protocols and methods of quantitative analysis. Education shall be defined to include, but not be limited to the following:

1. Current standards of practice for the treatment of AIDS and HIV infection as specified in the published AIDS Institute guidelines (available in hard copy or on web site www.hivguidelines.org);

2. Current COBRA services and Case Management standards as published on the AIDS Institute website www.cobracm.org;

3. Focused medical quality of care record reviews in accordance with AIDS Institute policies and procedures;

4. Maternal/Pediatric HIV Specialized Care Centers standards;

5. AIDS Nursing Facility (NF) standards including Bureau of Long Term Care Services survey procedures, QI review procedures and Bureau of Home Health Care Services survey methods;

6. AIDS Adult Day Health Care Program standards;

7. HIV SNP standards as contained in the HIV SNP Model Contract and applicable regulations;

8. HIV primary care provider agreement (as contained in DOHM 89-99, 93-26, AI06-01) and any and all new primary care regulations as they are developed;

9. Surveillance protocols to assess compliance with all other relevant program standards;

10. Data quality, standards, processing and reporting and sampling designs; and

11. Inter-rater reliability of staff conducting utilization and quality of care reviews.

G. Other Review Responsibilities

1. Independent Professional Review Agent

The contractor shall serve as the Independent Professional Review Agent (IPRA) for AIDS beneficiaries in Designated AIDS Centers, pursuant to the NYS Discharge Review Program, to retrospectively review all appealed cases.

2. Technical Assistance

The contractor shall, at the direction of the AIDS Institute, provide technical assistance, either independently or in cooperation with AIDS Institute staff, to those facilities found to have deficiencies in utilization.

H. Data Requirements

1. General Data Responsibilities

The contractor must maintain the computer capability to fulfill its responsibility for case selection, reporting, record retrieval, profiling, and analysis as indicated in its agreement with the Department.

The bidder must provide a complete description of its data processing system that will be used in completing the inpatient UR and QA activities described in this section of the Scope of Work. In order to access Medicaid client data, a Data Exchange Application and Agreement (DEAA) will be required.

2. Data Base Management

In cooperation with the Department, the contractor shall develop and manage comprehensive data systems including but not limited to a longitudinal outpatient Medicaid file (SURS file), files detailing quality improvement review findings and utilization review data bases. These files (detailed below) shall be transmitted to the AIDS Institute electronically on a quarterly basis and are to be used to generate reports.

Objectives of these data systems include:

- Selection of review samples;
- Analysis of quality of care issues and changing patterns of care;
- Conduct program evaluation and health services research as directed by the AIDS Institute.

a. Quality Assurance Reviews Data Base

The contractor is directed to maintain an ongoing database of all clinical and demographic information derived from reviews conducted under the auspices of the Quality Assurance program. This database shall be constructed and maintained in a manner that permits indicator revisions as necessary, that permits quantitative analysis of review results and that supports the ability to retrieve data on an as needed and ongoing basis. This database shall reflect reviews conducted at acute, ambulatory and chronic care settings and shall be transferred to the AIDS Institute on an ongoing basis.

b. Longitudinal Medicaid File Data Base

The contractor shall maintain an ongoing database of all AIDS/HIV Medicaid payments utilizing information contained on the Office of Health Insurance Programs' monthly Surveillance and Utilization Review System (SURS) files. The information on this database shall be forwarded to the AIDS Institute on a quarterly basis. These reports are to be in a format

developed by the AIDS Institute and shall include all acute visits, hospital-based and freestanding outpatient visits as well as private physician, home health, COBRA and adult day care data as available.

c. Other Data Bases:

The contractor is directed to maintain the following databases in accordance with policies and procedures developed by the AIDS Institute in consultation with the contractor. All databases are to be maintained by individual provider and program and by any other specification as directed by the AIDS Institute. The contractor is expected to maintain these databases on an ongoing basis and to forward machine readable (and hard copy if requested) copies of these data bases to the AIDS Institute on a quarterly basis.

- Utilization Review
  - Acute
  - Ambulatory
  - Day Care
  - COBRA

3. Data Base Maintenance

All data, reports and the results of all studies and research based on these data are the exclusive property of the Department. Any use, access or release of these data other than that necessary for the purposes of this contract can be made only with the approval of the Department.

Additional details on the breakdown of data responsibilities and projected hours of effort are found in Attachment 14.

Section IV. Proposal Requirements – Instructions to Bidders (Part B: AIDS Intervention Management System Activities)

A. Overview

This section provides the requirements that bidders will follow in preparing proposals in response to Part B of this RFP. Details of the overall procurement administration, including requirements for packaging and submitting proposals, are set forth in Section V Administrative. The Scope of Work and required review activities for AIMS are set forth in Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System). The following material provides requirements for the contents of the Technical Proposal and Cost Proposal.

Bidders are to develop and include in their Technical Proposal a plan for implementing the review activities set forth in Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System). The proposal should include descriptions of both on-site quality of care and utilization reviews and in-house methods of monitoring utilization and is to be structured to assure that services provided to persons with HIV infection are necessary and appropriate, meet professionally recognized standards of care and meet the specific health and social care needs of this population. The proposal must address all aspects of the Scope of Work and the need for the various tasks required under the contract.

The Technical and Cost Proposals must be submitted separately in sealed envelopes and labeled in bold either "Technical Proposal" or "Cost Proposal." There should be no cost information in the Technical Proposal.

B. Technical Proposal

Bidders are to develop and include in their proposal a plan for implementing the review activities and data responsibilities as set forth in the RFP. The proposal must address all aspects of the Scope of Work and reflect an understanding of the scope and purpose of the Department's review activities and of the need for the various tasks required under the contract. In this section, the bidder is required to explain how its review activity will address the Department's overall QA and UR goals and objectives. The Technical Proposal shall include seven (7) separate sections, presented in the following order:

1. Transmittal Letter
2. Table of Contents
3. Executive Summary
4. Organization and Personnel
5. Methods and Procedures
6. Data Management and Reporting
7. Understanding of Work

Each section within the Technical Proposal must include, at a minimum, the items

listed below in IV.B.1 through IV.B.7, in the order presented. Proposals shall be direct, clear, and concise.

No reference to, or inclusion of, pricing information shall appear in any section of the Technical Proposal.

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

- Use letter size (8.5 x 11 inch) paper.
- Submit in three (3) ring binders.
- Use tab dividers for each section of the proposal.
- Clearly number pages of the proposal on the bottom center of each page, with each section of the proposal separately numbered and identified in the Table of Contents.
- Use a font size of twelve (12) pt. or larger for all narrative text. Tables and charts are not required to be in twelve (12) pt. font.
- Pages may be single spaced. Tables and charts are exempt from formatting requirements but must be easy to read.
- Appendices must be clearly marked.

1. Transmittal Letter

The transmittal letter must be submitted on the official business letterhead of the bidder and must be signed by an individual legally authorized to commit the bidder to the proposal and to a contract.

The Transmittal Letter shall include the following:

- A statement that the bidder accepts the terms and conditions as stated in the RFP;
- A statement that the offer is valid for a period of at least two hundred forty (240) calendar days from the date of submission of the proposal;
- A description of the existence of, or potential for, conflict of interest on the part of the bidder due to prior, current, or proposed contracts, or affiliations; if no such conflict of interest exists, a statement to that effect must be made;
- A statement that the bidder will be responsible to the Department for performance of all work specified in the RFP.

In addition to the Transmittal Letter, the bidder must include a list of assurances (Attachment 2), signed on behalf of the bidder, by an authorized individual who attests that the assurances are true and accurate.

Bidders may not place any conditions, reservations, limitations, or substitutions in their proposal with regard to the contract language.

2. Table of Contents

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

3. Executive Summary

The Executive Summary will condense and highlight the contents of the bidder's Technical Proposal in such a way to provide the Department with a broad understanding of the entire Technical Proposal. In addition, the Executive Summary will summarize the bidder's understanding of the goals and objectives of Part B of this RFP.

The Executive Summary, which may be single spaced, will include a clear and concise summary of the proposed approach to the scope of work and the proposed staffing structure. The Executive Summary shall generally describe the capabilities and planned roles of any proposed subcontractor(s). There is no page limitation for the Executive Summary.

4. Organization and Personnel

The bidder must describe in detail its organizational structure including an organizational chart and the background and experience of its officers and executive staff. Provide a list of governing board members and their areas of expertise. Resumes of the executive director and managers, and other key personnel in the proposal should be provided. In addition, the bidder must provide a listing of personnel who will conduct the review programs (i.e., physicians, nurses, medical records technicians, outside consultants, etc.) and provide evidence that there are adequate numbers of personnel to complete and process the quality assurance and utilization reviews.

The proposal should provide the organization mission statement and show how the statement relates to the work requested in this document.

The proposal should describe the bidder's experience in conducting quality assurance and utilization reviews, in the development of review programs intended to evaluate and improve the overall quality of care for persons with HIV infection; experience with the creation, manipulation and ongoing analyses of large scale data systems; experience with epidemiologic and demographic data analyses, health service analyses, benchmarking and other relevant activities. The bidder's experience shall be evaluated based on the relevance of this

experience to the Scope of Work to be performed in the contract. Experience gained within the last five (5) years should be included. Information regarding the quality of this experience such as letters of endorsement should also be provided. The bidder is required to provide a list of current contracts, contact persons regarding these contracts, and dates and scope of efforts and funding amounts. Bidders should show evidence of successful experience by providing at least two letters of collaboration and support from such contractors.

The bidder's proposal shall contain a section that describes the educational background, professional experience, and special qualifications of the project director, review and data staff where appropriate, and other personnel to be involved in the contract. The proposal shall specify how the personnel will be utilized and the percentage of time they will devote to this contract.

The bidder's proposal shall describe the types and specialties of physicians who will be performing medical reviews for the bidder and their availability to perform such review.

The proposal must include the educational background, experience and special qualifications of consultants to be involved in the contract as well as those of any proposed subcontractor.

5. Methods and Procedures

The bidder will be required to set forth in detail how it proposes to implement the responsibilities set forth in the Scope of Work including but not limited to:

- Quality of Care Review Systems for all sites of care;
- Utilization Review Systems (inpatient and ambulatory);
- HIV SNP Managed Care Reviews;
- Inter-rater reliability and other validations;
- Reporting Responsibilities;
- Staff Recruitment and Training;
- Data Requirements.

The proposal shall fully describe how the bidder will carry out the required activities as set forth in Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System). These descriptions must address all responsibilities as detailed in Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System) and must include, at a minimum, the following;

- Methods, policies and procedures for conducting medical record reviews including the development of review tools, methods of identifying and selecting medical records for review, reporting methods and analytic mechanisms;

- Proposed reporting formats for forwarding review findings to the Department;

- Description of the primary location for conducting reviews; i.e., on site, bidder's office, phone system, etc.;

- Methods of identifying areas of need and methods of designing analytic studies intended to measure and improve quality of care rendered to persons with HIV infection throughout New York State;

- Plans to coordinate and develop linkages with the physician, hospital and clinic communities in New York State and, when appropriate, with managed care organizations;

- Mechanisms to profile utilization practices to identify patterns of care and to evaluate the impact of the Department's UR system on Medicaid utilization and expenditures;

- Methods, policies and procedures for conducting internal quality improvement activities;

- Statement of expected problems and proposed solutions with respect to conducting required review activities, meeting the data system requirements and the overall project management plan;

- Timeframe for accomplishment of the activities in the scope of work.

The proposal must include a completed Chart of Activities for Technical Proposal (Attachment 17) and Position Descriptions (Attachment 17a). The activities, personnel and hours included should match those in the Chart of Activities for Cost Proposal (Attachment 18), but exclude all references to cost.

6. Data Management and Reporting

The Technical Proposal must detail the approach, method, formats, and technology for collecting, maintaining and reporting data, conducting data analysis and generating reports as described in Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System). This may include scannable data collection tools and/or electronic systems for concurring data collection and entry.

The potential bidder must provide a complete description of its data processing system that will be used in completing the quality of care and utilization review

activities as described in Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System). The technical feasibility as well as the cost effectiveness of the data system will be evaluated. The data proposal must also reflect the capability to void and adjust improper hospital claims resulting from UR determinations.

The proposal should describe creation of one or several databases in formats that permit ongoing analyses that allow for retrieval of data, and that support production of reports.

The proposal should describe the experience and current ability to conduct sophisticated epidemiologic and demographic analyses. The proposal should describe how the data system allows analysis of public health indicators and trends as they relate to the care and treatment of persons with HIV infection.

The bidder shall:

- Collect, organize, and manage data to provide information resources sufficient to operate, manage and monitor the HIV QA and UR initiatives as set forth in the RFP;

- Provide reports of all review results and distribute reports to facilities as directed by the AIDS Institute;

- Prepare monthly reports as specified by the Department;

- Prepare quarterly reports as specified by the Department;

- Develop and prepare an Annual Report as specified by the Department.

7. Understanding of Work

The proposal shall reflect an understanding of the scope and purpose of the Department's review activities, of the quality assurance initiatives that have been developed by the Department and of the need for the various tasks required under the contract.

C. Cost Proposal

The bidder must submit a separate Cost Proposal fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amount. The proposal should be prepared using the Cost Proposal forms included in Attachment 19. The total contract amount will be the annual amount, multiplied by five (5), and added to any start up fees to determine the total final bid for the 5.25 year contract period.

Cost will be a primary consideration in the selection from qualifying proposals, but the award will not necessarily be made to the bidder with the lowest Cost

Proposal. The Cost Proposal shall include seven (7) separate sections, presented in the following order:

1. Bid Form (see Attachment 3)
2. Proof of incorporation and financial viability
3. Cost Proposal Forms (see Attachment 19)
4. State Consultant Services Form (Attachment 10)
5. Documentation of designation as a QIO or QIO-like entity eligible to receive the 75% FFP
6. Minority and/or Women Owned Business Enterprises (M/WBE) Utilization Plan (Attachment 20)
7. New York State Taxation and Finance Forms – ST-220-TD and ST-220-CA (Attachments 7 and 8)

1. Bid Form (Attachment 3).

This form must accompany the Cost Proposal. It presents the total bid price and includes questions on prior non-responsibility, procurement terminations or withholds of the bidder and certifies that all information is complete and accurate. **Please note: The total bid is the annual bid, multiplied by five, plus start up costs.**

2. Proof of incorporation and financial viability.

This may be a Dunn and Bradstreet, the bidder's most recent audit reports, or financial statements for the three (3) most recent fiscal years.

3. Cost Proposal Forms

The Annual Cost Proposal Form (Attachment 19), proposed deliverables and associated costs (Cost Proposal Form 1.1 – Attachment 19) and Chart of Activities for Cost Proposal (Attachment 18) are required to be submitted. The non-cost content of the Chart of Activities for Cost Proposal (Attachment 18) should match the content in the Chart of Activities for Technical Proposal (Attachment 17).

4. State Consultant Services Form (Attachment 10)

Form A of the State Consultant Services Forms should be 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 is completed annually for the period April 1 through March 31 and must be submitted by May 15th of each year of the contract (see Instructions in Attachment 10).

5. Documentation of QIO or QIO-like designation.

If an organization is claiming 75% Federal Financial Participation (FFP) it must provide current documentation of its designation as a QIO or QIO-like entity eligible to receive the 75% FFP. The level of FFP will be used in evaluation of total bid, i.e., the total bid will be reduced at the level of FFP to arrive at the net price.

6. Minority and/or Women Owned Business Enterprises. (Attachment 20)
The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from a M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services. The goal for usage of M/WBE's is at least 10% of monies used for contract activities. In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment 20) and submit this Plan with their bid documents.

Bidders that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such bidders must simply provide evidence of their certified status.

Failure to submit the above referenced Plan (or evidence of certified M/WBE status) will result in disqualification of the vendor from consideration for award.

7. New York State Taxation and Finance Forms (Attachment 7 and 8)
The bidder's cost proposal should include a copy of both the New York State Taxation and Finance Form, ST-220-TD – Contractor Certification (Attachment 7) that was submitted to the New York State Department of Taxation and Finance and Form ST-220-CA – Contractor Certification to Covered Agency (Attachment 8). Both forms will become part of the successful bidder's contract.

D. Method of Award – Criteria for Selection

Overview

This section of the RFP sets forth the criteria to be used by the Department for evaluation of the Technical and Cost Proposals submitted in response to the Department's RFP for AIDS Intervention Management System activities. All bids must contain two separate proposals: a Technical Proposal (75 percent of total score) and a Cost Proposal (25 percent of total score). Each Proposal will receive a numerical score based on the values associated with the criteria listed below.

1. Preliminary Review (Pass/Fail):

Bidders will be evaluated to determine if the proposal qualifies for further consideration. Criteria for evaluation will include timely submission of all proposal documents, appropriate submission of separate Technical and Cost Proposals, and submission of signed assurances (Attachment 2) . A proposal that fails any one of these criteria will not be reviewed.

2. Content Review:

   a. Transmittal Letter: Included and follows instructions in Section IV.B.1.

   b. Table of Contents: Included and outlines sections and subsections with page numbers.

   c. Executive Summary: Included and provides a broad understanding of the entire Technical Proposal, and shall not exceed two (2) pages.

   d. Organization, Experience, and Capability/Personnel
      i. Evidence of the organization's ability to implement the program within the specified time frame will be reviewed and evaluated.

      ii. The bidder will also be judged on the extent to which its proposal reflects experience in the subject area and can reasonably be expected to successfully complete the tasks required by the proposal. The bidder's experience shall be evaluated based on how relevant this experience is to the Scope of Work to be performed in the contract. Experience gained within the last five (5) years should be included. Information regarding the quality of this experience such as letters of endorsement should also be provided.

      iii. The credentials and expertise of the personnel involved in the AIMS program will be carefully evaluated. Resumes of the executive director and managers, and other key personnel in the proposal should be provided. The bidder's proposal will be judged on the skills, type, and length of experience of the individuals proposed as well as the extent to which the appropriate disciplines are adequately represented.

      iv. Preference will be given to bidders who demonstrate familiarity with the facilities and programs for which the contractor will conduct program reviews and activities. Bidders should show evidence of such familiarity and successful experience by providing at least two letters of collaboration and support from such organizations.

   e. Methods and Procedures/Technical Approaches

      i. The bidder will be evaluated on the quality of task definition including a statement of expected problems and proposed solutions with respect to conducting all required review activities, meeting the data system requirements, and the overall project management plan.

      ii. Specific attention will be given to the bidder's understanding of and ability to create and implement a quality improvement review program; to the methods proposed for the identification of clinical

and programmatic areas of concern and to proposed methods of conducting cost effective quality and utilization reviews.

iii. The proposal will also be evaluated on its relevancy to improving the overall quality of HIV care delivered in New York State.

iv. This section should include plans to coordinate and develop linkages with the physician, hospital and clinic communities in New York State and, when applicable, with the managed care organizations.

v. Particular attention will be paid to the following:

- processes to be used to develop criteria for the conduct of quality and utilization reviews;
- methodologies for selecting cases for review and for conducting quality improvement projects;
- application of current technologies to implement the Scope of Work;
- ability to analyze, interpret and present information clearly and accurately; and
- proposed methods of operating data systems which provide mechanisms for the ongoing evaluation of care rendered to persons with HIV infection; information on the impact of the review system on Medicaid utilization and expenditure patterns; methods of reporting quality and utilization review findings and methods of assuring data reliability and validity.

vi. In addition, the bidder must include a description of the location(s) of the proposed review activities (onsite at the hospital or other) and justify its approach in terms of review costs, and impact on providers and scores.

vii. The proposal should include specific plans for AIDS Institute evaluation of the internal effectiveness of the bidder and what quality improvement activities will be initiated to ensure continuous improvement in performance of the responsibilities described in this RFP.

viii. A schedule or timeline for start up and deliverables should be included in this section.

f. Data Proposal

The bidder's experience with, approach to and demonstrated capability to collect, analyze and report data will be evaluated relative to the specific

goals and objectives of the AIMS program as set forth in Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System) of this solicitation. Particular attention will be paid to the technical feasibility of the data proposal, proposed mechanisms for data base creation that facilitate analyses and reporting on an ongoing basis, the cost-effectiveness of the proposal and ongoing validation activities and methods of providing feedback both to providers and to the Department.

The contractor will be required to create and maintain one or several databases in support of the review activities outlined in Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System). The data functions will be evaluated on the basis of the bidder's ability to complete the following:

- Implement method(s) for the collection of and efficient entry of all data variables necessary to support quality of care and utilization reviews conducted under AIMS, including scannable data collection tool and/or use of electronic systems for concurrent data collection and entry (e.g. laptops or handheld devices);

- Create one or several data bases, in formats that permit ongoing analyses, that allow for easy retrieval of data and that support the production of reports for providers and for the Department that are clear, concise and can be generated in an efficient and effective manner;

- Conduct sophisticated epidemiologic and demographic analyses;

- Analyze public health indicators and trends as they relate to the care, treatment or service utilization of persons with HIV infection.

g. Understanding of AIDS Intervention Management System and Review Programs

Bidders will be evaluated on how well they demonstrate scope of knowledge and ability to translate the review goals and objectives contained in the RFP into an effective and efficient review program. The bidder will be expected to have knowledge of the environment in which AIMS reviews take place including identification of issues and obstacles to implementing an effective review system and proposed solutions. The bidder’s understanding of the nature, scope and purpose of the various required reviews will also be evaluated.

The following formula will be used when assigning a final score to Technical Proposals:

(a/b) x c
a = Technical Proposal being scored
b = Technical Proposal with the highest score
c = maximum number of technical points available

h. Cost Proposal

The bidder is expected to submit a fixed price proposal. The Cost Proposal of each bidder will be evaluated separately from the Technical Proposal. The pricing information must be correlated to the schedule of deliverables and projected workload described in the RFP and outlined in the bidder's deliverable schedule. Information must be provided in detail sufficient to document how the final price was determined.

The financial and budget information must include proof of incorporation and financial viability. Acceptable forms of proof include Dunn and Bradstreet, audit reports, or financial statements for the three (3) most recent fiscal years. The bidder is required to demonstrate financial viability to the satisfaction of the State.

The Cost Proposal should be prepared using the Chart of Activities for Cost Proposal form (Attachment 18), the Cost Proposal Forms (Attachment 19), New York State Department of Taxation and Finance Forms (Attachment 7 and 8) and the Bidder's Proposed M/WBE Utilization Plan (Attachment 20).

Price will be a major consideration in the selection from qualifying proposals, but the award will not necessarily be made to the bidder with the lowest bid.

The level of Federal Financial Participation (FFP) will be incorporated into the evaluation. Currently, the Centers for Medicare and Medicaid Services (CMS) provides 75% Federal Financial Participation to states who contract with a federally designated Quality Improvement Organization or Quality Improvement Organization-like entity; Federal Financial Participation to states for contracts with other review organizations is set at 50%.
To qualify for the 75% FFP the bidder must provide documentation of its designation by CMS as a Quality Improvement Organization or as a Quality Improvement Organization-like entity, eligible for 75% FFP.

The net price or bid, i.e., the total bid reduced by the FFP, will be utilized for comparing bids and awarding points. The proposal with the lowest net bid will receive the maximum Cost Proposal score, other bidders will receive proportional scoring in relationship to the lowest bid as follows:

Cost Proposal Score = (a/b) x c
a = lowest net cost of all bids
b = net cost of this Proposal
c = maximum number of cost points available

All prices used in the proposal must be documented and justified. Costs based on current or past performance must be substantiated and demonstrated. The Selection Committee will select the bidder with the highest Total Combined Score (Technical Score plus Cost Score) whose Proposal fully meets all the project requirements and, in the Committee's judgment, reflects the best value.

Section V. Administrative (Part B: AIDS Intervention Management System Activities)

A. Issuing Agency

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

B. Qualified Organizations

The Department will accept proposals from health care review organizations; health care organizations with the potential to initiate the review programs described in this RFP; business groups and councils interested in conducting the functions described in this RFP; health care insurers and other existing or potential proprietary or private review organizations. In order to qualify an organization must be composed of, or have available to it, the services of licensed doctors of medicine, osteopathy and other health care professionals with the experience and training necessary to conduct the required review activities.

A review agent must **not** be a health care facility provider, an association of health care facilities, or a health care facility affiliate in New York State. **The potential contractor must provide assurance that it has no conflict of interest with respect to conducting the duties and responsibilities in this RFP.**

It is preferred that the contractor establish an office in or near New York State for the purpose of carrying out the activities and responsibilities of the RFP, including but not limited to on-site reviews in acute care hospitals and ambulatory care facilities. The bidder should also be available for face to face meetings with NYSDOH staff in Albany or New York City on a quarterly basis.

C. Inquiries

Any questions concerning this solicitation must be submitted in writing to the address below and received no later than the date specified in the Schedule of Events:

Beverly Pasley
Office of Health Insurance Programs
NYS Department of Health
Empire State Plaza
Tower Bldg. Rm. 1864
Albany, New York 12237

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/ by the date specified in the Schedule of Events. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

D. Bidders' Conference

A conference for prospective bidders will not be held.

E. Submission of Proposals

Interested vendors should submit one (1) original and five (5) copies of their Bid Proposal no later than 4:00 pm on the due date specified in the Schedule of Events.

Bid Proposals shall be prepared in two (2) components: a Technical Proposal and a Cost Proposal, prepared in accordance with the requirements stated in this RFP. The Technical Proposal and the Cost Proposal must be submitted under separate sealed cover. One (1) copy each of the Technical and Cost proposals must be unbound. One copy of the Technical and Cost Proposal must also be submitted on CD ROM in a Microsoft Office or Adobe Acrobat (PDF) format.

The outside cover of the separate, sealed package containing the Technical Proposal shall be clearly marked by Proposal Activity (AIDS Intervention Management System Activities) and Proposal type (Technical Proposal), followed by Bidder's Name.

Example: New York State Department of Health
AIDS Intervention Management System Activities
Technical Proposal
(Bidder's Name)

The outside cover of the separate, sealed package containing the Cost Proposal shall be clearly marked with the Proposal Activity (AIDS Intervention Management System Activities) and Proposal type (Cost Proposal); followed by Bidder's Name.

Example: New York State Department of Health
AIDS Intervention Management System Activities
Cost Proposal
(Bidder's Name)

Responses to this solicitation for Part B: AIDS Intervention Management System Activities should be directed to:

Beverly Pasley
NYS Department of Health
Empire State Plaza, Tower Bldg. Rm. 1864
Albany, New York 12237

It is the bidders' responsibility to see that bids are delivered to the Tower Building, Room 1864 by the due date. **Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to Room 1864 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 IV: Proposal Requirements – Instructions to Bidders must be provided at the time the proposal is submitted.

The Department will evaluate the proposals according to the criteria set forth in this RFP. Only those bidders who furnish a complete proposal will be considered for evaluation.

The Department will be responsible for the following items:

1. Review of the various proposals submitted in response to the RFP;

2. Selection of the contractor(s);

3. Development of contracts between the contractor and the Department;

4. Monitoring of contract performance;

5. Making determinations regarding the scope of benefits eligible for Medicaid;

6. Carrying out all responsibilities under Article 28 of the Public Health Law.

F. 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 <u>all</u> 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.

G. Payment

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

Dawn Lajeunesse
NYS Department of Health
AIDS Institute
Empire State Plaza
Tower Building, Room 372
Albany, NY 12237

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. Payment terms will be based on the proportion of deliverables set forth in the Detailed Specifications - Scope of Work that are completed at each payment period and paid at the bid price for each activity.

H. Term of Contract

The expected contract term is for 5.25 years, anticipated to begin April 1, 2009, including a 3 month start up period, with reviews commencing July 1, 2009 and continuing through June 30, 2014, subject to availability of funds, approval by the Office of the State Comptroller, and successful performance by the contractor.

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 proposal's bid price will remain fixed for the 5.25 years of the agreement. Rate increase requests will be considered after this period if the contract is extended. In general, the maximum permitted cost increase will be the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the twelve month period ending two months before the end of the contract term. The increase in the CPI-W will be based on that issued by the United States Department of Labor for New York and Northern New Jersey for "All Items". Requests for price increases greater than that amount, such as minimum wage increase, must include an explanation of the special circumstances, along with complete documentation of the increased cost. In any case, rate increases may not exceed five percent (5%). Any increase must have the approval of the Office of the State Comptroller.

The Department will be awarding two contracts, one for each functional area:

- Medicaid Utilization Review and Quality Improvement Activities – Part A of the RFP;

- AIDS Intervention Management System Activities – Part B of the RFP.

Proposals for each function are to be submitted separately as set forth in the RFP and will be reviewed independently. Therefore, each proposal for each function must be complete and stand alone.

I. 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.

J. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at https://portal.osc.state.ny.us. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 9).

K. 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.

L. Lobbying Statute

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

1. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
2. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
3. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
4. authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
5. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
6. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
7. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
8. modifies the governance of the New York State Commission on Public Integrity on lobbying;
9. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
10. increases the monetary threshold which triggers a lobbyists obligations under the Lobbying Act from $2,000 to $5,000; and
11. establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended:

(i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments

to the State Finance Law).

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

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Commission on Public Integrity (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.

M. 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.

N. 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/

O. 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.

P. Piggybacking

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

Q. 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
    - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
    - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
  - Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

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

- **DB-120.1** – Certificate of Disability Benefits Insurance

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

- APPENDIX H - Health Insurance Portability and Accountability Act (HIPAA)

- APPENDIX I – Medicaid Confidential Data/Protected Health Information Privacy Language

R. Additional Conditions Affecting Bidders – AIDS Intervention Management System Activities

NOTE: In addition to State funds, a portion of the award made for Part B of this RFP will be supported by funds administered by Health Research, Inc. (HRI). For contracts awarded using any or all portion(s) of these funds, the conditions previously outlined in this RFP are modified as follows:

Submission of a proposal indicates acceptance of all the conditions contained in the RFP. HRI reserves the right to reject any or all of the proposals submitted in response to this RFP. In addition, HRI reserves the following rights:

1. a. To waive or modify minor irregularities in proposals received after prior notification of the bidder;

   b. To adopt any part or all of the bidder's proposal;

   c. To accept or reject any of the contractor's employees assigned to this project and to require their replacement at any time;

   d. To utilize any or all of the ideas from proposals submitted without limitation;

   e. To adjust or correct cost or cost figures with the concurrence of bidder if errors exist and can be documented to the satisfaction of HRI;

   f. To negotiate with vendors responding to this RFP within the requirements to serve the best interests of HRI;

   g. To modify specifications if no bid is received that meets all these requirements;

h. To begin contract negotiations with the next qualified vendor(s) if HRI is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame.

2. The bidders may not issue news releases regarding this project without prior approval of HRI.

3. By submitting a proposal, the bidder covenants that he will not make any claims for or have any rights to damages because of any misinterpretation or misunderstanding of the specifications or because of any lack of information.

4. HRI shall not be obligated for any costs incurred by the bidder in proposal preparation or for activities related to proposal submission.

5. It is anticipated that a fixed price contract will be awarded, however HRI reserves the right to award another type.

6. HRI reserves the right to make an award based on the individual proposals received without discussion of such proposal with the bidder. It is, therefore, important that the initial proposal be submitted in the most favorable terms from both a technical and price standpoint.

7. HRI reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the public's interest. HRI reserves the right to amend or cancel this RFP at any time without liability if it is determined it is in HRI's best interest.

8. All proposals will become the property of HRI upon submission.

9. Payment – All payment and reporting requirements will be detailed in the final contract.

10. Appendices

    The following will be incorporated as appendices into any contracts resulting from this RFP. This RFP will, itself, be referenced as an appendix of the contract:

    Attachment 22 – HRI Standard Consultant Agreement

    Attachment 23 – HRI Contract Language

    Attachment 24 – AIDS Institute Policy regarding Access to and Disclosure of Personal Health Relate information.

S. Contractual Requirements / Administration

1. No physician working for a contractor shall be permitted to review health care services provided to a patient if he/she was directly responsible for

providing such services, or health care services provided in or by an institution, organization, or agency, if he/she or any member of his/her family had directly or indirectly, a significant financial interest in such institution, organization or agency.

2. No review agent shall utilize the services of any individual who is not a duly licensed doctor of medicine, osteopathy or dentistry to make final medical determinations or decisions regarding services provided by licensed doctors of medicine, osteopathy, or dentistry.

   The review agent, to the extent necessary and appropriate to the performance of the agreement with the Department, shall make arrangements to utilize the services of persons who are practitioners of or specialists in the various areas of medicine or other types of health care.

3. The review findings, and all products including equipment, deliverable items, and working papers, resulting from this contract shall be the sole property of the Department and will not be released by the contractor to any persons other than the Commissioner of Health or the Commissioner's designee. In the event the contract is terminated or is not renewed for any reason, the contractor agrees to cooperate and provide assistance to the Department and any new vendor including but not limited to providing files, data bases, medical records, equipment, status reports of work in process, etc. to the Department and new vendor.

The proposal, as amended, of the successful bidder shall be considered a part of the contract.

The Standard State contract clauses, known as Appendix A, shall be an integral part of the contract. See Attachment 5) Standard State contract clauses.

All subcontract arrangements are subject to approval by the Department.

The contractor is required to operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under its contract with the Department. It may be a conflict of interest for the contractor, its subsidiaries, or subcontractors to have any private contracts with Medicaid participating facilities and/or providers subject to review by the contractor. Exceptions to this may be:

- Arrangements with payer organizations including Health Maintenance Organizations and Managed Care Plans as long as the payer organization does not directly furnish services or own or control a facility or provider that the contractor reviews under its state contract(s);

- Such other arrangements as the Department may approve as not inconsistent with effective and efficient operation of the program.

The bidder will be required, as part of its response to the RFP, to provide a written statement that, if it is awarded the contract, it will have no conflict of interest regarding the activities required by the RFP. In addition, it is the responsibility of the contractor to request, in writing, a determination by the Department when there is a question as to whether a conflict exists. The Department reserves the right to make a final determination regarding conflict of interest with respect to the review agent's relationship with other providers or parties and the contractor agrees to abide by this decision.

The contractor agrees to all confidentiality requirements as required by the Department and Federal government (HIPAA) and particularly agrees not to release any information identifying beneficiaries or beneficiaries, or any data obtained from the Medicaid Management Information System, or any other information provided by the Department, or information obtained as a result of its review function without prior approval from the Department. The bidder selected will be required to sign a business agreement with the Department setting forth its agreement to meet HIPAA requirements. (Attachment 11)

Information generated, under the terms of the contract(s) with the Department, will only be used for the purpose included in the contract with the Department and any other use is subject to prior approval by the Department.

The contractor also agrees to develop and implement an internal quality control system in order to support and foster continuous quality improvement within the agent's organization. The agent must develop and implement a plan that insures all aspects of its review system are operated consistent with the Department's objectives. This internal performance evaluation system must include the review and tracking of decisions by physicians and non-physician reviewers and be able to evaluate deviations from accepted standards in order to implement appropriate corrective actions.

Contract awards above $1 million are subject to the Omnibus Procurement Act of 1992. For more information on these requirements, potential contractors can call the NYS Department of Economic Development.

Section VI. Attachments (Part B: AIDS Intervention Management System Activities)

1. Letter of Interest
2. Bidder's Assurances
3. Bid Form
4. No Bid Form
5. Appendix A: Standard Clauses for All New York State Contracts
6. Appendix D: General Specifications
7. NYS Taxation and Finance Contractor Certification Form ST-220-TD
8. NYS Taxation and Finance Contractor Certification Form ST-220-CA
9. NYS Office of the State Comptroller Vendor Responsibility Attestation
10. State Consultant Services Forms A and B and Instructions for Completion
11. Appendix H: HIPAA Business Associate Agreement – Confidentiality Agreement
12. Appendix I: Medicaid Confidential Data/Protected Health Information Privacy Language
13. One-Year Projected Review Allocations – AIMS Reviews
14. One-Year Projected Data Analytical Effort by Project
15. Review Counts by Review Type
16. The HIV Quality of Care Program
17. Chart of Activities for Technical Proposal

17a. Position Descriptions

18. Chart of Activities for Cost Proposal
19. Cost Proposal Forms
20. Bidder's Proposed M/WBE Utilization Plan
21. Proposal Checklist
22. HRI Standard Consultant Agreement
23. HRI Contract Language
24. AIDS Institute Policy Regarding Access to and Disclosure of Personal Health Related Information

Attachment 1

Letter of Interest to Develop a Proposal in Response to RFP
Part B: AIDS Intervention Management Systems (AIMS) Reviews

This is to notify the New York State Department of Health of this bidder's intention to develop a proposal in response to Part B of this RFP. It is understood that this Letter of Interest is optional and not binding on either party but simply alerts the Department of Health of the bidder's intentions and assures the bidder will receive all further correspondence on this RFP.

This Notice should be returned via mail or fax to:

Ms. Beverly Pasley
NYS Department of Health
Empire State Plaza
Tower Building, Rm. 1864
Albany, NY 12237
(518) 486-9012
Fax: (518) 473-8169

1. Name of Potential Proposing Organization:

_____

2. Organization Address:

Street:_____

City: _____ State: _____ Zip: _____

Telephone: (____) _____ FAX: (____)_____

E-mail: _____

_____
Authorized Signature Date

Attachment 2

Bidder's Assurances
Part B: AIDS Intervention Management System Activities

The Bidder's Assurances form **MUST** be signed in ink by an official authorized to bind the organization to the provisions of the RFP and Proposal. **Proposals which do not include this signed form will be considered non-responsive, resulting in rejection of the Proposal.**

- The bidder accepts the terms and conditions as stated in the RFP.

- The bid is valid for a period of two hundred forty (240) calendar days from the date of submission of the proposal.

- The bidder agrees to be responsible to the Department for performance of all work specified in the RFP, including work assigned to subcontractors.

- The bidder assures that the detailed work plan and schedule of deliverables set forth by the organization as its Technical Proposal will fulfill all statewide requirements as described in the RFP and will provide for the dedicated qualified staff, space, expertise and capacity to fulfill contract deliverables.

- The bidder assures that the organization and its employees, subcontractors, consultants, volunteers, and subsidiaries, are not and will not be directly or indirectly involved with any provider or parties whose activities would represent a conflict of interest with respect to conducting the duties and responsibilities outlined in this RFP.

- The bidder assures the organization and its employees, subcontractors, consultants and volunteers will implement and maintain policies and procedures to assure the confidentiality of personally identifiable data and information or records pertaining to patient care including compliance with all pertinent Health Insurance Portability and Accountability Act (HIPAA) requirements and Article 27F of the Public Health Law.

- The bidder assures its ability to secure an indemnity (for at least $5,000,000) to protect the organization and, in turn, the State against any loss of claim incurred as a result of carrying out the duties and responsibilities of this program.

- The bidder assures that no funds were paid or will be paid, by or on behalf of the bidder, to any person for the purpose of influencing or attempting to influence any officer or employee of the federal or state government with regard to obtaining a contract.

- The bidder assures that it conforms to vendor responsibility requirements of State Finance Law. The bidder has completed the Vendor Responsibility Questionnaire and Attestation Attachment 9.

_____ _____

Signature of Authorized Official Date

_____

Printed Name of Authorized Official

Attachment 3

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-CA (for procurements greater than or equal to $100,000)
☐	☐	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)

Attachment 4

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 5

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 setoff 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.

Attachment 6

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:

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

   c. 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

   d. 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 7

NYS Taxation and Finance Form ST-220-TD

This form may be accessed electronically at:

http://www.tax.state.ny.us/pdf/2007/fillin/st/st220td_507_fill_in.pdf

Attachment 8

NYS Taxation and Finance Form ST-220-CA

This form may be accessed electronically at:

http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf

Attachment 9
Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section V, Administrative, J. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

☐ An on-line Vender Responsibility Questionnaire has been updated or created at OSC's website: https://portal.osc.state.ny.us within the last six months.

☐ A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.

☐ A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official:_____

Print/type Name:_____

Title:_____

Organization:_____

Date Signed:_____

Attachment 10

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)

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 11

Appendix H

Federal Health Insurance Portability and Accountability Act ("HIPAA") Business Associate Agreement ("Agreement") Governing Privacy and Security

I. Definitions:

(a) Business Associate shall mean the CONTRACTOR.

(b) Covered Program shall mean the STATE.

(c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of the Business Associate:

(a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

(b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.

(c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.

(d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.

(e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

(f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.

(g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.

(h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary,

for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.

(i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

(1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.

(3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR '164.502(j)(1).

IV. Obligations of Covered Program

Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions

(a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

(b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

(c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

VI. Term and Termination

(a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.

(b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

(a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

(b) The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.

Miscellaneous

(a) *Regulatory References*. A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment*. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) *Survival*. The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.

(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.

(e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.

(f) HIV/AIDS. If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

Attachment 12

Appendix I: Medicaid Confidential Data/Protected Health Information Privacy Language

Medicaid Confidential Data includes, but is not limited to, names and addresses of Medicaid bidders/beneficiaries, the medical services provided, social and economic conditions or circumstances, the Department's evaluation of personal information, medical data, including diagnosis and past history of disease and disability, any information regarding income eligibility-and amount of medical assistance payment, income information, and/or information regarding the identification of third parties, . Income information received from SSA or the Internal Revenue Service must be safeguarded according to the requirements of the agency that furnished the data. Also any information received in connection with the identification of legally liable third party resources under 433.138 of this chapter. Each element of Medicaid confidential data is confidential regardless of the document or mode of communication or storage in which it is found.

Note that this contract involves the Medicaid Confidential Data (MCD) of beneficiaries and possibly bidders, both of which are confidential pursuant to Section 367b(4) of the N.Y. Social Services Law, 42 U.S.C. Section 1396(a)(7), Section 1902(a)(7) of the Social Security Act and 42 C.F.R. Section 431.300 et seq.

NO DISCLOSURE OF MCD IN YOUR POSSESSION CAN BE MADE TO ANY OTHER PERSON OR ENTITY WITHOUT THE PRIOR WRITTEN PERMISSION OF THE NEW YORK STATE DEPARTMENT OF HEALTH (NYSDOH), MEDICAID CONFIDENTIAL DATA REVIEW COMMITTEE (MCDRC). LIKEWISE, NO USE(S), OTHER THAN THE USE(S) OF MCD APPROVED IN THIS DATA EXCHANGE APPLICATION AND AGREEMENT, CAN BE MADE OF THE MCD WITHOUT THE PRIOR WRITTEN APPROVAL OF NYSDOH, MCDRC.

Also, pursuant to Section 367b(4) of the NY Social Services Law, information relating to persons APPLYING FOR medical assistance shall also be considered confidential and shall not be disclosed to persons or agencies without the prior written approval of the New York State Department of Health.

AIDS/HIV Related Confidentiality Restrictions:

Also note that Medicaid Confidential Data (MCD) may contain HIV related confidential information, as defined in Section 2780(7) of the N.Y. Pub. Health Law. As required by N.Y. Pub. Health Law Section 2782(5). The New York Department of Health hereby provides you with the following notice:

HIV/AIDS NOTICE

This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise

permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for further disclosure.

The contractor agrees that any further disclosure of MCD requires the prior, written approval of the New York State Department of Health (NYSDOH), Medicaid Confidential Data Review Committee (MCDRC). The Contractor will require and ensure that any approved agreement, contract or document with a subcontractor contains the above Notice and a statement that the subcontractor or other party may not disclose the MCD without the prior, written approval of the NYSDOH MCDRC.

Alcohol and Substance Abuse Related Confidentiality Restrictions

Alcohol and substance abuse information is confidential pursuant to 42 C.F.R. Part 2. General authorizations are ineffective to obtain the release of such data. The federal regulations provide for a specific release for such data.

ANY AGREEMENT, CONTRACT OR DOCUMENT WITH A SUBCONTRACTOR MUST CONTAIN ALL OF THE ABOVE PROVISIONS PERTAINING TO CONFIDENTIALITY. IT MUST CONTAIN THE HIV/AIDS NOTICE AS WELL AS A STATEMENT THAT THE SUBCONTRACTOR MAY NOT USE OR DISCLOSE THE MCD WITHOUT THE PRIOR WRITTEN APPROVAL OF THE NYSDOH, MCDRC.

Bidder/Contractor
Signature……Date……/……/……

Name Printed……

Company…….

Second Bidder/Contractor
Signature……Date……/……/……

Name Printed……

Company…….

Attachment 13

ONE-YEAR PROJECTED REVIEW ALLOCATIONS – AIMS REVIEWS

(Details in Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System) [Includes all funding sources]

REVIEW TYPE	ESTIMATED VOLUMES
Quality Programs	
Adult QOC Reviews	7,000
Pediatric / Adolescent QOC Reviews	9,000
HIVQUAL Validations	11,000
Maternal, Pediatric HIV Prevention and Care Reviews	3,500
Title I Mental Health Reviews	7,000
Title I Special Projects	5,000
Other Reviews	25,000
IPRA Reviews	**100**
Quality Programs Subtotal	**67,600**
Utilization Review Program	
Auto-adjustments	3,000
Ambulatory UR	13,500
Inpatient UR	7,500
Adult Day Health Care (ADHC) Reviews	5,000
COBRA Reviews	5,000
Other Reviews	5,000
Utilization Review Program Subtotal	**39,000**
Managed Care Reviews and Evaluation – HIV Special Needs Plans	
Access and Availability Surveys (includes telephone surveys and administrative and record reviews)	Up to 500
Validations of risk-adjusted rates	Up to 1,000
Quality of Care Medical Record Reviews	Up to 2,500
Focused Clinical Studies	Up to 500
Other Reviews	Up to 7,000
Interviews for SNP Research and Evaluation	Up to 500
HIV Special Needs Plans Subtotal	**Up to 12,000**
Grand Total (Total Number of Reviews)	**118,600**

Attachment 14
ONE-YEAR PROJECTED DATA ANALYTICAL EFFORT BY PROJECT

(Descriptions in Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System) [Includes all funding sources]

The following table (six pages) represents anticipated work effort to accomplish the data analysis, data management, and reporting requirements for the AIMS scope of work by category of work.

QUALITY OF CARE (QOC)

Project Type	Tasks Involved	Estimated Hours
Adult QOC	Data collection tool development Tool testing as needed Sampling and case list preparation Data structure modifications as needed Validation logic modifications as needed Reporting logic modifications as needed Report format modifications as needed Validation of review data Facility report production (password protection, CD-ROM production, letter generation) Interrater analysis Longitudinal Key Quality Indicator Reports over year ARV Unstable patient-based calculation over year Facility call for password report Special reports as requested by AI Raw data transfer Historical data transfer Scored data transfer Oracle data repository **Adult QOC Hours of Effort**	**Up to 1900**
Adolescent	Data collection tool development Tool testing as needed Sampling and case list preparation Data structure modifications as needed Validation logic modifications as needed Reporting logic modifications as needed Report format modifications as needed Validation of review data Facility report production (password protection, CD-ROM production, letter generation) Facility call for password report Special reports as requested by AI Raw data transfer Scored data transfer Oracle data repository **Adolescent QOC Hours of Effort**	**Up to 1350**

Project Type	Tasks Involved	Estimated Hours
Pediatric QOC	Data collection tool development Tool testing as needed Sampling and case list preparation Data structure modifications as needed Validation logic modifications as needed Reporting logic modifications as needed Report format modifications as needed Validation of review data Facility report production (password protection, CD-ROM production, letter generation) Facility call for password report Special reports as requested by AI Raw data transfer Scored data transfer Oracle data repository **Pediatric QOC Hours of Effort**	**Up to 1150**
HIVQUAL	HIVQUAL Case List receiving and preparation Tool modifications as needed (design, scripting, data export, pre-fill) Form testing as needed Data structure programming/modifications as needed Validation logic programming/modifications as needed Validation of review data Calculation logic modifications as needed Special reports as requested by AI Raw data transfer Historical data transfer Scored data transfer Oracle data repository **HIVQUAL Hours of Effort**	**Up to 1350**
Special Needs Plans	Electronic case lists (upload) Sampling and case list preparation Tool modifications as needed (design, scripting, data export, pre-fill) Form testing as needed Data structure programming/modifications as needed Validation logic programming/modifications as needed Validation of review data Reporting logic programming/modifications Report production Raw data transfer Oracle data repository **Special Needs Plans Hours of Effort**	**Up to 900**
SNP QARR	DST Development and testing Sampling QARR Report **SNP QARR Hours of Effort**	**Up to 80**

UTILIZATION REVIEW (UR)

Project Type	Tasks Involved	Estimated Hours
Autoadjustment	eMedNY related programming eMedNY testing Autoadjustment new logic programming Adjustment file transfer to CSC Claim file receipt and upload to data system Remittance file processing Analysis of unpassed claims Annual denial summary **Autoadjustment Hours of Effort**	**Up to 700**
Inpatient UR	eMedNY related programming Inpatient denial file processing Inpatient regular data system maintenance Inpatient UR sampling UR Inpatient Quarterly Summary Report UR HIV Case Distribution Quarterly Report Annual denial summary **Inpatient UR Hours of Effort**	**Up to 900**
UR Outlier-Intermediate Visit	Sampling case list preparation Form modifications as needed (design, scripting, export, pre-fill) Form testing as needed Data structure programming/modifications as needed Validation logic programming/modifications as needed Validation of review data Intermediate Visit Summary Report (Pre Appeal and Post Appeal) Intermediate Visit Appeal Report programming and production Denial summary Adjustment file preparation Remittance file processing **Intermediate Visit Outliers Hours of Effort**	**Up to 550**
UR Outlier-HIV Monitoring	Sampling case list preparation Form modifications as needed (design, scripting, export, pre-fill) Form testing as needed Data structure programming/modifications as needed Validation logic programming/modifications as needed Validation of review data Intermediate Visit Summary Report (Pre Appeal and Post Appeal) Intermediate Visit Appeal Report programming and production Denial summary Adjustment file preparation Remittance file processing **HIV Monitoring Outliers Hours of Effort**	**Up to 550**

Project Type	Tasks Involved	Estimated Hours
UR Outlier – Immunotherapy	Sampling case list preparation Entry screen Validation Immunotherapy Summary Report Adjustment File Preparation Remittance file processing **Immunotherapy Outlier Hours of Effort**	**Up to 150**
Adult Day Health Care (ADHC) UR	Sampling case list preparation Tool modifications as needed (design scripting, export, pre-fill) Form testing as needed Data structure programming/modifications as needed Validation logic programming/modifications as needed Validation of review data ADHC UR Summary Report (Pre Appeal and Post Appeal) ADHC UR Appeal Report Programming ADHC UR Appeal Report Production (password protection, CD-ROM production, letter generation) Data Analysis and denial summary Adjustment file preparation Special reports Remittance file processing **ADHC UR Hours of Effort**	**Up to 600**
COBRA UR	Sampling case list preparation Tool modifications as needed (design scripting, export, pre-fill) Form testing as needed Data structure programming/modifications as needed Validation logic programming/modifications as needed Validation of review data COBRA UR Summary Report (Pre Appeal and Post Appeal) COBRA UR Appeal Report Programming COBRA UR Appeal Report Production (password protection, CD-ROM production, letter generation) Data Analysis and denial summary Adjustment file preparation Special reports Remittance file processing **COBRA UR Hours of Effort**	**Up to 750**

ADDITIONAL PROJECTS

Project Type	Tasks Involved	Estimated Hours
Outcome Study	Sampling and case list preparation Tool modifications as needed (design, scripting, export, pre-fill) Form testing as needed Data structure programming/modifications as needed Validation logic programming/modifications as needed Reporting logic programming/modifications as needed Report format modifications as needed Validation of review data Raw data transfer Special reports as needed Oracle data repository **Outcome Study Hours of Effort**	**Up to 1175**
One Visit Pilot	Sampling and case list preparation Tool modifications as needed (design, scripting, export, pre-fill) Form testing as needed Data structure programming/modifications as needed Validation logic programming/modifications as needed Reporting logic programming/modifications as needed Report format modifications as needed Validation of review data Raw data transfer Special reports as needed **One Visit Pilot Hours of Effort**	**Up to 750**
ER	Sampling and case list preparation Tool modifications as needed (design, scripting, export, pre-fill) Form testing as needed Data structure programming/modifications as needed Validation logic programming/modifications as needed Reporting logic programming/modifications as needed Report format modifications as needed Validation of review data Raw data transfer Special reports as needed **ER Hours of Effort**	**Up to 800**
Coding Net	Sampling and case list preparation Tool modifications as needed (design, scripting, export, pre-fill) Form testing as needed Data structure programming/modifications as needed Validation logic programming/modifications as needed Reporting logic programming/modifications as needed Report format modifications as needed Validation of review data Raw data transfer Special reports as needed **Coding Net Hours of Effort**	**Up to 725**

Project Type	Tasks Involved	Estimated Hours
Mental Health	Electronic case list clean up Sampling spreadsheet preparation Sampling Tool modifications as needed Form testing as needed Data structure development and testing Validation logic programming/modifications as needed Reporting logic programming/modifications as needed Report format modifications as needed Validation of review data Facility report production Raw data transfer Mental Health Aggregate Reports Mental Health History Comparison Reports Historical Data Transfer Oracle Data Repository **Mental Health Hours of Effort**	**Up to 960**
MPPC	Electronic case lists (upload, unduplicate) System development and maintenance Validation of review data Tracking Case list preparation Reporting Raw data transfer (including history) **MPPC Hours of Effort**	**Up to 875**
QOC Case list	Letter Processing Letter generation database programming and modification Case list survey preparation HIV Specialist Signature Form Preparation Electronic Case List Excel Format Design Case List Survey Entry System Programming/modification HIV Specialist List Entry System Programming/modification Follow up Database Programming Electronic Case List Analysis (remove duplicates, mark adult/pediatric; mark universe/eligible) Case list survey analysis (check integrity) Prepare sampling spreadsheet for statistical consultant Prepare patient database transfer Case list survey summary report Summary reports Comparison of history information with current information Special reports **QOC Case List Hours of Effort**	**Up to 1425**
Administrative	Monthly Administrative Summary Report Quarterly QOC Review Volume Summary Report Annual Report **Administrative Hours of Effort**	**Up to 425**
	TOTAL PROJECTED ANNUAL HOURS OF ANALYTICAL EFFORT	**Up to 18,065**

Attachment 15

REVIEW COUNTS BY REVIEW TYPE*

(* Subject to variation in any given contract year)

	Number of Reviews Per Eligible Patient																								
	VL Outcome/year	One Visit Review	Naïve/Experienced Study	Males 13+ DACs,nonDACs,CHCs	Females 13+ DACs,nonDACs,CHCs	Males 13+ DTCs	Females 13+ DTCs	Adolescent Males 13-21	Adolescent Females 13-21	HQ Validations Male 13+	HQ Validations Females 13+	Mother-Baby Reviews	QOC –Title I sites Male 13+	QOC Title I sites Female 13+	MH –Title I Sites	Inpatient UR	ADHC UR	COBRA CM UR	UR Outlier Review	Ur Outlier Appeal	ER Rapid Testing-Part time clinics	Coding Nets Review & Analysis	SNP Verifications	SNP Document Reviews	SNP QARR Validations
ARV Therapy ARV,Visits,Events,Adherence,VL,CD4)		3	3	3.5	3.5	3.5	3.5	3.5	3.5				3.5	3.5	3										
MTB Screening				1	1	1	1	1	1				1	1											
Gynecologic Screening					.5		.5		.5					.5											
Substance Use: Outpatient	1	1	1	1	1			1	1				1	1											
Hepatitis C Screening			1	1	1	1	1	1	1				1	1											
Mental Health Assessment			1	.5	.5	.5	.5	.5	.5				.5	.5											
Tobacco Screening				0	0	0	0	0	0				0	0											
Syphilis Screening				.5	.5	.5	.5	.5	.5				.5	.5											
Genotyping Results			0	.5	.5	.5	.5	.5	.5				.5	.5											
Phenotyping Results			0	.5	.5	.5	.5	.5	.5				.5	.5											
Prophylaxis and Opportunistic Infection			0	0	0	0	0	0	0				0	0											
HIV Exposed Infants, Birth to 6 Months of Age												1													
ARV Therapy to Prevent Perinatal Transmission (Prenatal)												1													
ARV Therapy to Prevent Perinatal Transmission (Delivery)												1													
ARV Therapy to Prevent Perinatal Transmission (Newborn)												1													
Mental Health Comprehensive															3										
Special Needs Programs Verification																							1		
Special Needs Programs Documentation																								2	

Number of Reviews Per Eligible Patient

	VL Outcome/year	One Visit Review	Naïve/Experienced Study	Males 13+ DACs,nonDACs,CHCs	Females 13+ DACs,nonDACs,CHCs	Males 13+ DTCs	Females 13+ DTCs	Adolescent Males 13-21	Adolescent Females 13-21	HQ Validations Male 13+	HQ Validations Females 13+	Mother-Baby Reviews	QOC –Title I sites Male 13+	QOC Title I sites Female 13+	MH –Title I Sites	Inpatient UR	ADHC UR	COBRA CM UR	UR Outlier Review	Ur Outlier Appeal	ER Rapid Testing-Part time clinics	Coding Nets Review & Analysis	SNP Verifications	SNP Document Reviews	SNP QARR Validations
SNP QARR Validation																									2
VL Outcomes Measurement (VL,Events,Adh,VL,CD4)	3																								
Inpatient UR																1									
UR Outlier Review (per visit)																			1						
UR Outlier Appeal																				1					
ER Rapid Testing																					tbd				
Coding Net Review and Analysis																						1			
HIVQUAL Validation – ARV Management										1	1														
HIVQUAL Validation – VL, CD4										1	1														
HIVQUAL Validation – ARV Medications										1	1														
HIVQUAL PPD										1	1														
HIVQUAL GYN											.5														
One Visit Review		2																							
ADHC UR																	1								
COBRA Case Management UR																		1							
Total Reviews Per Eligible Patient	4	6	6	8.5	9	7.5	8	8.5	9	4	4.5	4	8.5	9	6	1	1	1	1	1	0	1	1	2	2

Attachment 16

THE HIV QUALITY OF CARE PROGRAM

Details of the HIV Quality of Care Program, including all of the current quality algorithms, may be obtained from the AIDS Institute's HIV Guidelines web site:

http://www.hivguidelines.org/

Details of the COBRA Community Follow-Up Program, including Standards and Guidelines, may be obtained from the AIDS Institute's COBRA website:

http://www.cobracm.org/

If you do not have access to the Internet or prefer a hard copy, you may request one from the contact person listed as a Designated Contact for the AIDS Institute at the beginning of this document.

Attachment 17

New York State Department of Health

AIDS Institute

Chart of Activities for Technical Proposal

Bidder:_____

Federal ID # _____

Activity	Staff Assigned (Title)	Number of Hours
(Use continuation pages if necessary)		

Attachment 17a
Position Descriptions

Contractor: _____
Contract Period: _____
Federal ID#: _____

For each position listed on the summary budget page, provide a brief description of the duties supported by this contract. Contractors with consolidated contracts should indicate the initiative affiliated with the position. All contractors must have full job descriptions on file and available upon request. Use additional pages if necessary.

POSITION DESCRIPTIONS:

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties

Position Descriptions (continued)

Contractor: _____
Contract Period: _____
Federal ID#: _____

For each position listed on the summary budget page, provide a brief description of the duties supported by this contract. Contractors with consolidated contracts should indicate the initiative affiliated with the position. All contractors must have full job descriptions on file and available upon request.

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties:

Title:
Contract Duties:

Attachment 18

New York State Department of Health

AIDS Institute

Chart of Activities for Cost Proposal

Bidder:_____

Federal ID # _____

Activity	Staff Assigned Include Title & Name	Hourly Rate	Number of Hours	Amount Requested
(Use continuation pages if necessary)				

Attachment 19

AIDS Intervention Management System - Cost Proposal Forms

The following Cost Proposal Forms are to be used in submitting a proposal in response to Section III: Detailed Specifications – Scope of Work (Part B: AIDS Intervention Management System):

I. Annual Cost Proposal Form

II. Cost Proposal Form 1.1 – Annual Review and Data Costs

ORGANIZATION:

AIDS Intervention Management System

CONTRACT PERIOD:

I. ANNUAL COST PROPOSAL FORM

Instructions: For each category area provide an annual fixed price amount. Please refer to Cost Proposal Form 1.1 to provide total costs of deliverables.

ALL AMOUNTS MUST BE ROUNDED TO THE NEAREST DOLLAR.

Category	Deliverables	Total Dollars Requested
A. Quality of Care	Refer to Cost Proposal Form 1.1	
B. Utilization Review	Refer to Cost Proposal Form 1.1	
C. Managed Care Reviews:	Refer to Cost Proposal Form 1.1	
D. Other Reviews:	Refer to Cost Proposal Form 1.1	
E. Data Analysis and Management	Refer to Cost Proposal Form 1.1	
Total Annual Bid (Sum of Totals A through E):		$
Start-up Costs Requested:		$
TOTAL CONTRACT BID (Annual Bid times five years plus start-up costs):		$

ORGANIZATION: AIDS Intervention Management System

II. COST PROPOSAL FORM 1.1
ANNUAL REVIEW AND DATA COSTS

Instructions: For each project area, list all proposed deliverables and provide a proposed annual project cost. All administrative costs should be included in the review costs. There is no separate allowance for administrative costs. Refer to Scope of Work and Attachment 13 for more information on AIMS Reviews.

Project	Unit Cost		Estimated Annual Deliverables Cost
A. Quality of Care (see Section III.B)			
Development of clinical algorithms (up to 5 new or revised)			$
Creation of surveillance tools associated with these algorithms			$
Piloting and implementation of algorithms			$
Conducting reviews: up to 67,500 QOC reviews			$
Quality Learning Network Support			$
	Total Amount Requested for Section A:		
B. Utilization Review (see Section III.C)			
Administrative reviews – up to 3000 reviews			$
Medical Record reviews – up to 36,000 reviews			$
	Total Amount Requested for Section B:		
C. Managed Care Reviews (see Section III.D)			
Access and availability surveys – up to 500 reviews			$
Validation of SNP Risk Adjusted Rates – up to 1,000 reviews			$
Quality of Care Medical Record Reviews - up to 2,500 reviews			$
Focused Clinical Studies – up to 500 reviews			$
Other Reviews – up to 7,000 reviews			$
SNP-Related Research and Data Analysis – up to 500 interviews			$
	Total Amount Requested for Section C:		
D. Other Reviews (see Section III.G)			
Independent Professional Review Agent (up to 100 reviews)			$
	Total Amount Requested for Section D:		
E. Other Data and Analytical Costs Not Included in A through D above (see Section III.H)			
Other Data Costs (Specify what included here)	Hourly Rate:	# Hours:	$
	Total Amount Requested for Section E:		$
	Total Annual Bid (Sum of Totals A through E):		$
	Start-up Costs Requested:		$
	TOTAL CONTRACT BID (Annual Bid times five years plus start-up costs):		$

ATTACHMENT 20
BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder Name:	
RFP Title:	**RFP Number** **0712071036-R**

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

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

MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

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

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

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

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

ATTACHMENT 21

PROPOSAL CHECKLIST

The following items should be included in the Part B proposal mailing:

Technical Proposal:

- Transmittal letter
- Signed statement of Bidder's Assurances (Attachment 2)
- Table of Contents with pages numbered
- Technical Proposal Narrative
- Chart of Activities for Technical Proposal
- Position Descriptions
- Signed Medicaid Confidential Data/Protected Health Information Privacy Language
- Vendor Responsibility Questionnaire Attestation

Cost Proposal:

- Bid Form
- Proof of Incorporation and Financial Viability
- Cost Proposal Forms
- Consultant Disclosure Form A (Attachment 10)
- Proof of federal designation as a Quality Improvement Organization or equivalent for FFP purposes.
- Chart of Activities for Cost Proposal
- Bidder's Proposed M/WBE Utilization Plan
- NYS Taxation and Finance Form (ST-220-TD) (Attachment 7)
- NYS Taxation and Finance Form (ST-220-CA) (Attachment 8)

Attachment 22
HRI Standard Consultant Agreement
CONSULTANT AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2008, by and between **HEALTH RESEARCH, INC.**, a not for profit corporation organized and existing under the laws of the State of New York, with principal offices located at One University Place, Rensselaer, NY 12144-3447, hereinafter referred to as **HRI**, and **«CONSULTANT_NAME»**, located at «Address_One», «Address_Two» «City», «STATE», «Zip», herein after referred to as the **CONSULTANT**.

WITNESSETH

WHEREAS, HRI has been awarded a grant from «Sponsor_Name» for the conduct of a project entitled "«Project_Title»"; and,

WHEREAS, HRI desires the Consultant's performance of certain services for HRI in connection with such project; and,

WHEREAS, Consultant has represented to HRI that "he/she/it" is competent, willing and able to perform such service for HRI.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is mutually agreed by and between the respective parties as follows:

1) Consultant agrees to perform, as an independent contractor and not as an agent of HRI, all the services set forth in Exhibit "A", appended hereto and made a part hereof, to the satisfaction of HRI's Principal Investigator, «PI_Name».

2) In full and complete consideration of Consultant's performance hereunder, HRI agrees to compensate Consultant at a rate of $"rate" per "per hr or day" for a maximum of $"max amount" plus travel expenses in an amount not to exceed $"travel amount" pursuant to the breakdown in Exhibit "A" attached. Final invoices are due within 60 days of the termination date of this Agreement. Requests received after this 60-day period may not be honored.

3) The Scope of Work and Budget in Exhibit "A" may be modified as conditions warrant by mutual agreement between HRI and Consultant. In no event shall the total consideration under this Agreement exceed Total Contract Amount Typed Out Dollars ($«Total_Contract_Amt_In_Numbers»).

4) Consultant acknowledges that all materials produced or delivered by Consultant in the performance of its obligations hereunder are "work for hire". Consultant further agrees that "he/she/it" shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by Consultant in the performance of its obligation hereunder. Consultant warrants that any such material produced by Consultant hereunder shall be original except for such portion from copyrighted works as may be included with the permission of the copyright owner(s) thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark or patent, statutory or other proprietary rights of others and that it will hold harmless HRI from any costs, expenses and damages resulting from any breach of this warranty.

Consultant further agrees that "he/she/it" will not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to this Agreement without the prior written consent of HRI.

5) Neither party shall use the name of the other or any adaptation, abbreviation or derivative of any of them, whether oral or written, without the prior written permission of the other party. For the purposes of this paragraph "party" on the part of HRI shall include the New York State Department of Health and the State of New York.

6) It is understood and agreed that the services to be rendered by Consultant are unique and that Consultant shall not assign, transfer, subcontract or otherwise dispose of its rights or duties hereunder, in whole or in part, to any other person, firm or corporation.

7) The nature of the relationship which the Consultant shall have to HRI pursuant to this Agreement shall be that of an independent contractor. Under no circumstance shall the Consultant be considered an employee of HRI. This Agreement shall not be construed to contain any authority, either express or implied, enabling the Consultant to incur any expense or perform any act on behalf of HRI.

8) The Consultant agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof.

9) Confidentiality - The Contractor understands that the information obtained, collected or developed during the conduct of this Agreement may be sensitive in nature. The Contractor hereby agrees that its officers, agents, employees and subcontractors shall treat all client/patient information which is obtained through performance under this Agreement, as confidential information to the extent required by the laws and regulations of the United States Codified in 42 CFR Part 2 (the Federal Confidentiality Law) and Chapter 584 of the laws of the State of New York (the New York State HIV Confidentiality Law) and the applicable portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and the Confidentiality of HIV Related Information).

The Contractor further agrees that its officers, agents, employees and subcontractors shall comply with the New York State Department of Health AIDS Institute policy "Access to and Disclosure of Personal Health Related Information", attached hereto and made a part thereof as Appendix “B”.

10) This agreement represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

11) The Agreement shall be effective and allowable costs may be incurred by the Consultant from «Start_Date» and shall continue until «End_Date» unless terminated sooner as hereinafter provided.

12) HRI may terminate this Agreement with or without cause at any time by giving advance notice, when, in its sole discretion, HRI determines that it is in the best interests of HRI to do so. Such termination shall not affect any commitments which, in the judgment of HRI, have become legally binding prior to the effective date of termination.

It is understood and agreed, however, that in the event that Consultant is in default upon any of its obligations hereunder at the time of such termination, such right of termination on the part of HRI shall

expressly be in addition to any other rights or remedies which HRI may have against Consultant by reason of such default.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

HEALTH RESEARCH, INC.	**«CONSULTANT_NAME»**
_____	_____
Michael J. Nazarko Executive Director	

Attachment 23
HRI Contract Language

HEALTH RESEARCH, INC.

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

I. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of HRI.

II. The Contractor specifically agrees, as required by provisions of the Labor Law, Section 220-e as amended, that:

(a) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the Contractor by HRI under this contract a penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and,

(d) This contract may be canceled or terminated by HRI and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

III. During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

(b) If directed to do so by the Commissioner of Human Rights, the Contractor will send to each labor union or representative of workers within which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnishes such a statement, the Contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.

(c) If directed to do so by the Commissioner of Human Rights, the Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of Clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

(d) The Contractor will state, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.

(e) The contractor will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such actions of the Executive Law, and will permit access to the Contractor's books, records, and accounts by the State Commissioner of Human Rights, the Attorney General, and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of HRI, the State or a public authority or agency of the State, until the Contractor satisfies the State Commissioner of Human Rights that the Contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified compliant has been filed with the Commissioner, notice thereof has been afforded to the Contractor, and an opportunity has been afforded to the Contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(g) The Contractor will include the provisions of clause (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the contracting agency, the Contractor shall promptly notify HRI.

IV. The Agreement shall be void and of no force and effect unless the Contractor shall provide coverage for the benefit of, and keep covered during the life of this Agreement, such employees as are required to be covered by the provisions of Workers' Compensation Law.

V. Unless otherwise specifically provided for in the contract to which this Appendix has been attached, the Contractor will not use the names of Health Research, Inc., the New York State Department of Health, the State of New York or any employees or officials of these entities, without the expressed written approval of HRI.

VI. Assurances Required by DHHS--PHS (Where Applicable)

(a) Human Subjects, Derived Materials or Data

The Contractor and HRI both agree to abide by DHHS regulations concerning Human Subjects. The DHHS regulation, 45 CFR 46, provides a systematic means, based on established ethical principles, protecting the rights and welfare of individuals who may be exposed to the possibility of physical, psychological or social injury while they are participating as subjects in research, development or related activities. The regulation extends to the human fetus (either in utero or ex utero), the dead, organs, tissues, and body fluids, and graphic, written or recorded information derived from human sources.

The DHHS regulation requires institutional assurances, including the implementation of procedures for review, and the assignment of responsibilities for adequately protecting the rights and welfare of human subjects. Safeguarding these rights and welfare is, by DHHS policy, primarily the responsibility of the grantee. The Contractor is responsible for ensuring that the activity described or covered by this Agreement, and additional information relating to human subjects, derived materials or data are annually reviewed and approved by the Institutional Review Board of the Contractor. The Contractor and HRI agree to complete a HHS 596 form on an annual basis.

(b) Laboratory Animals

The Contractor agrees to abide by PHS policy requiring that laboratory animals not suffer unnecessary discomfort, pain or injury. The Contractor must assure PHS, in writing, that it is committed to following the standards established by the Animal Welfare Acts and by the documents entitled "Principles for Use of Animals" and "Guide for the Care and Use of Laboratory Animals."

(c) Recombinant DNA

The Contractor agrees to abide by the current PHS Guidelines for Research involving Recombinant DNA Molecules. All research involving recombinant DNA techniques that is supported by the Public Health Service must meet the requirements of these Guidelines, which were developed in response to the concerns of the scientific and lay communities about the possible effects of recombinant DNA research. Their purpose is to specify practices for the construction and handling of recombinant DNA molecules and organisms or viruses containing recombinant DNA. As defined by the Guidelines, "recombinant DNA" corresponds to: (1) molecules that are constructed outside living cells by joining natural or synthetic DNA segments to DNA molecules that can replicate in a living cell; or (2) DNA molecules that result from the replication of a molecule described in (1).

Several types of studies involving recombinant DNA are exempt from the Guidelines while others are prohibited by the Guidelines. For the remainder, the Contractor must establish and implement policies that provide for the safe

conduct of the research in full conformity with the Guidelines. This responsibility includes establishing an institutional biosafety committee to review all recombinant DNA research to be conducted at or sponsored by the Contractor and to approve those projects that are in conformity with the Guidelines. For each approved project, a valid Memorandum of Understanding and Agreement (MUA) shall be prepared for submission when solicited by an appropriate PHS staff member. The MUA is considered approved after review and acceptance by ORDA and by the Contractor.

(d) Other DHHS-PHS Regulations

The Contractor agrees to comply with applicable DHHS regulations concerning Civil Rights and Equal Opportunity, Student Unrest Provisions, Handicapped Individuals and Sex Discrimination.

(e) Additional Assurances

Under this grant, should any additional DHHS-PHS regulations be promulgated, the Contractor and HRI will review and agree, if feasible, to include them as part of this Agreement.

VII. Anti-Kickback Act Compliance

If this subject contract or any subcontract hereunder is in excess of $2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal-awarding agency.

VIII. Davis-Bacon Act Compliance

If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of $2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The beneficiary shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The contractor shall report all suspected or reported violations to the Federal-awarding agency.

IX. Contract Work Hours and Safety Standards Act Compliance

Contractor agrees that, if this subject contract is a construction contract in excess of $2,000 or a non-construction contract in excess of $2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence. Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.

X. Clean Air Act Compliance

If this subject contract is in excess of $100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XI. Notice as Required Under Public Law 103-333

The Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

XII. Americans with Disabilities Act

This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42. U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

XIII. Required Federal Certifications

Acceptance of this Agreement by Contractor constitutes certification that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Acceptance of this Agreement constitutes certification that the Contractor is not delinquent on any Federal debt.

Acceptance of this Agreement constitutes certification by the Contractor that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit to HRI the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Acceptance of this Agreement constitutes certification by the Contractor that it shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subbeneficiaries shall certify and disclose accordingly.

The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

XIV. The Contractor agrees that the Standard Patent Rights Clauses (37 CFR 401.14) are hereby incorporated by reference.

XV. Any reimbursement payable hereunder by HRI to the subcontractor shall be subject to retroactive reduction and/or repayment for amounts included therein which are found by HRI on the basis of any audit of this Agreement by HRI, a representative of HRI or the original contract sponsor for which the reimbursement did not constitute an allowable charge or cost hereunder.

XVI. The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.

Attachment 24

AIDS INSTITUTE POLICY
Access to and Disclosure of
Personal Health Related Information

1. Statement of Purpose
The purpose of this policy is to set forth methods and controls to restrict dissemination and maintain control of confidential personal health related information by contractors, subcontractors and other agents of the Department of Health AIDS Institute.

2. Definition
For the purpose of this policy, personal health related information means any information concerning the health of a person which identifies or could reasonably be used to identify a person.

3. Access
(a) Contractors, subcontractors or other agents of the Department of Health AIDS Institute are not to have access to personal health related information except as part of their official duties;

(b) Access to personal health related information by contractors, subcontracts or other agents of the Department of Health AIDS Institute is to be authorized only after employees have been trained in the responsibilities associated with access to the information;

(c) Contractors, subcontractors, or other agents of the Department of Health AIDS Institute may be authorized to have access to specific personal health related information only when reasonably necessary to perform the specific activities for which they have been designated.

4. Disclosure
All entities, organizations and community agencies who contract with the AIDS Institute shall utilize a Department of Health-approved "Authorization For Release of Confidential HIV Related Information" form (Form DOH-2557 or DOH-2557S) when receiving or requesting HIV-related information. No contractor, subcontractor or other agent of the Department of Health AIDS Institute who has knowledge of personal health related information in the course of employment, shall disclose such information to any other person unless such disclosure is in accordance with law, DOH regulations and policy, and the information is required to perform an officially designated function.

5. Disposition
Documents containing personal health related information shall be disposed of in a manner in which the confidentiality will not be compromised.

6. Confidentiality Protocols
(a) Each contractor, subcontractor or other agent of the Department of Health AIDS Institute will develop confidentiality protocols which meet the requirements of this section. The protocols shall include as necessary:

(1) measures to ensure that letters, memoranda and other documents containing personal health related information are accessible only by authorized personnel;

(2) measures to ensure that personal health related information stored electronically is protected from access by unauthorized persons;

(3) measures to ensure that only personal health related information necessary to fulfill authorized functions is maintained;

(4) measures to ensure that staff working with personal health related information secure such information from casual observance or loss and that such documents or files are returned to confidential storage on termination of use;

(5) measures to ensure that personal health related information is not inappropriately copied or removed from control;

(6) measures to provide safeguards to prevent discrimination, abuse or other adverse actions directed toward persons to whom personal health related information applies;

(7) measures to ensure that personal health related information is adequately secured after working hours;

(8) measures to ensure that transmittal of personal health related information outside of the contractor, subcontractor or other agent of the Department of Health AIDS Institute is in accordance with law, Department of Health regulation and policy;

(9) measures to protect the confidentiality of personal health related information being transferred to other units within the contractor, subcontractor or other agent's operation; and

(10) measures to ensure that documents or files that contain personal health related information that are obsolete or no longer needed are promptly disposed of in such a manner so as to not compromise the confidentiality of the documents.

(b) Protocols for ensuring confidentiality of personal health related information are to be updated whenever a program activity change renders the established protocol obsolete or inadequate.

7. Employee Training

(a) Employees of contractors, subcontractors of other agents of the Department of Health AIDS Institute are to be trained with respect to responsibilities and authorization to access personal health related information.

(b) Employees authorized to access personal health related information are to be advised in writing that they shall not:

(1) examine documents or computer data containing personal health related information unless required in the course of official duties and responsibilities;

(2) remove from the unit or copy such documents or computer data unless acting within the scope of assigned duties;

(3) discuss the content of such documents or computer data with any person unless that person had authorized access and the need to know the information discussed; and,

(4) illegally discriminate, abuse or harass a person to whom personal health related information applies.

8. Employee Attestation.

Each employee, upon receiving training, shall sign a statement acknowledging that violation of confidentiality statutes and rules may lead to disciplinary action, including suspension or dismissal from employment and criminal prosecution. Each employee's signed attestation is to be centrally maintained in the employee's personal history file.