



NEW YORK STATE DEPARTMENT OF HEALTH

A Request for Proposal for

Public Health Emergency Preparedness Program

RFP No: FAU # 0807291103

Health Emergency Preparedness Program Inventory Management System
Project

Estimated Schedule of Key Events

RFP Release Date	February 17, 2009
Letter of Interest Due	February 24, 2009
Written Questions Due	March 2, 2009
Registration for Bidders Conference Required by	March 4, 2009
Bidders Conference	March 13, 2009
Response to Written Questions and Questions Received at Bidders Conference	March 20, 2009
Proposal Due Date	April 3, 2009
Product Demonstrations	April 20-24, 2009 April 27-29, 2009
Contract Award Date	June 15, 2009

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

DESIGNATED CONTACTS:

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

Jonathan Mahar
Grants & Procurement Unit, Room 1341
NYS Department of Health
Empire State Plaza
Albany, NY 12237
518.474.7896
FAX 474.8375
Jpm12@health.state.ny.us

Permissible Subject Matter Contacts:

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

RFP Release Date:

Nikhil Natarajan, NYS Department of Health, Flanigan Square, Rm. 430, 547 River Street, Troy, New York 12180, phone: 518.402-7713, fax: 518-402-7723, nxn04@health.state.ny.us

Submission of written proposals or bids:

Nikhil Natarajan, NYS Department of Health, Flanigan Square, Rm. 430, 547 River Street, Troy, New York 12180, phone: 518.402-7713, fax: 518-402-7723, nxn04@health.state.ny.us

Submission of Written Questions:

Nikhil Natarajan, NYS Department of Health, Flanigan Square, Rm. 430, 547 River Street, Troy, New York 12180, phone: 518.402-7713, fax: 518-402-7723, nxn04@health.state.ny.us

Participation in the Pre-Bid Conference:

Nikhil Natarajan, NYS Department of Health, Flanigan Square, Rm. 430, 547 River Street, Troy, New York 12180, phone: 518.402-7713, fax: 518-402-7723, nxn04@health.state.ny.us

Debriefings:

Nikhil Natarajan, NYS Department of Health, Flanigan Square, Rm. 430, 547 River Street, Troy, New York 12180, phone: 518.402-7713, fax: 518-402-7723, nxn04@health.state.ny.us

Negotiation of Contract Terms after Award:

Nikhil Natarajan, NYS Department of Health, Flanigan Square, Rm. 430, 547 River Street, Troy, New York 12180, phone: 518.402-7713, fax: 518-402-7723, nxn04@health.state.ny.us

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

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A. INTRODUCTION

The New York State Department of Health (NYSDOH) Health Emergency Preparedness Program is interested in acquiring and implementing an electronic inventory management system to support its Strategic National Stockpile / Medical Equipment Response Cache (SNS/MERC) warehouse operations. The mission of the SNS/MERC program is to ensure the availability, rapid deployment and tracking of life-saving pharmaceuticals, antidotes, and other medical supplies and equipment when assets are requested during a public health emergency.

The NYSDOH operates two active warehouse facilities to support day-to-day operations. Additionally, the Department has agreements in place with six pre-identified “dark” sites that can be enabled during an event to support emergency operations. At present, inventory management is done manually using Excel spreadsheets. Due to the State’s ever growing stockpile cache, manual methods are no longer feasible. We are interested in purchasing a solution that not only meets our needs and requirements but which can be implemented “out-of-the box”, within an approximate timeframe of three (3) months, and with little or no modifications to the base package.

The Program is potentially willing to re-engineer existing business processes and methods as needed to accommodate “out-of-the box” functionality.

The goal of this RFP is to secure the most qualified vendor to provide an SNS / MERC Inventory Management System to the New York State Department of Health.

Accordingly, the main objective of this RFP is to select a vendor who will:

- Provide and implement an SNS / MERC Inventory Management System.
- Provide a pre-existing application (plus) necessary customization to meet DOH requirements.
- Perform all necessary system testing, and complete initial installation and configuration in support of the same.
- Train DOH SNS / MERC management and operations staff.
- Provide ongoing maintenance and support.

B. BACKGROUND

The SNS / MERC program engaged in a business and functional requirements gathering process that started in December 2007 and was completed in February 2008. This effort brought together State SNS / MERC program staff members, County SNS staff, external partners as well as stakeholders from other program areas within NYSDOH.

The Department also conducted a build vs. buy evaluation phase to determine the best direction for implementing a system. Through our market research efforts it is our opinion that buying a commercial-off-the-shelf (COTS) is the best solution to meeting our needs and requirements.

C. DETAILED SPECIFICATIONS

The NYSDOH's interpretation of specifications shall be final and binding upon the Contractor.

DOH shall only consider responses from Bidders who have met all RFP requirements and who propose to provide a solution for which they own development rights and have the means to provide customization and support. If the Bidder subcontracts for part of the solution, then this requirement must also be met by the subcontractor.

In order to accommodate potential delays in the procurement cycle and contract delays the NYSDOH requires that all proposed pricing be protected for a time period of six (6) months from the proposal due date.

Bidders must submit both a Technical and Cost proposal. These proposals cannot be combined and must be packaged separately. The Technical Proposal must include the following elements: Introduction, completed Requirements Matrix, Security plan and experience, system architecture diagram, implementation plan and schedule, maintenance and support service plan, training service plan, and list of references (*see page 9; E. Administrative for details*).

Failure to provide all of the required elements of the Technical Proposal will be deemed non-responsive, and the proposal will receive an incomplete, and be disqualified from consideration.

The Requirements Matrix template that bidders must complete as part of the Technical Proposal can be found as Attachment I of the RFP. When responding to the Requirements Matrix bidders should also reference Attachment V, Health Commerce System Application Requirements. The Security Plan and Experience document that must be completed by bidders should be submitted as defined in attachment III, Security Requirements. The bidders proposed system architecture diagram should be based on Attachment IV, NYSDOH IMS Proposed Architecture Model. However, the NYSDOH is open to considering other approaches from bidders to achieving offline processing as described in Attachment IV. No other templates or specified formats are required for the other elements of the Technical Proposal.

Proposers must submit cost proposals using the COST SUBMITTAL FORM, which can be found as Attachment II of the RFP. Each Bidder must submit a Total Cost proposal; however, the proposal must be itemized to show how the Bidder reached this cost. Further, each Bidder must complete the proposal in accordance with the format provided.

- A. The Bidder shall provide software licensing costs for the Health Commerce System Central Site (production system). Please refer to Attachment IV for details. Costs should be based on twenty (20) concurrent users for day-to-day operations, and a maximum of 500-concurrent users to support statewide emergency operations. If user licensing is based on a tiered or sliding scale model please provide the complete pricing scale so that a cost comparison can be done between surge capacity licensing (if offered) and buying additional fixed licenses.

- B. The Bidder shall provide software licensing costs for non-production uses of the software application (i.e. development, test, disaster recovery) if they apply. It is desirable that there not be any additional licensing fees associated with non-production versions of the software.
- C. The Bidder shall provide software licensing costs for up to three NYSDOH SNS / MERC warehouse sites to support offline processing. Two of these are fixed sites and the third would be stood up at the time of the event and operated utilizing go-kits (to be provided by NYSDOH). Please refer to Attachment IV for details. Any modifications needed to make the software application compliant with NYSDOH Security Requirements (see Attachment III) are the responsibility of the bidder. The local area network hardware, infrastructure, security, data communications, management, administration, support, and related costs are the responsibility of NYSDOH.
- D. The Bidder shall provide a fixed-price for software customizations, including a calculation of work to be performed at the applicable hourly rate(s) for each mandatory requirement that is assigned a Code M indicating that custom development is needed to meet the requirement. Proposed prices must remain fixed for the term of the contract.
- E. The Bidder shall provide related implementation costs to install and configure the proposed software application on the NYSDOH Health Commerce System (HCS). Bidders should also factor into their quotations the time and effort that will be needed to perform knowledge transfer to the NYSDOH server administration group.
- F. The Bidder shall provide related implementation costs to install and configure the proposed software application at up to three NYSDOH SNS / MERC warehouse sites to support offline processing. Two of these are fixed sites and the third would be stood up at the time of the event and operated utilizing go-kits (to be provided by NYSDOH). Bidders should also factor into their quotations the time and effort that will be needed to perform knowledge transfer to the NYSDOH server administration group.
- G. The Bidder shall provide training costs for onsite training. The State wants to train ten (10) staff people as both end users and system administrators.
- H. The Bidder shall provide annual maintenance and support costs for the HCS Central Site. Pricing must be fixed for years one and two for software maintenance and consulting rates. Price increases in subsequent years may not exceed 3% or the current CPI, Urban, all products, etc. NYSDOH will setup a test environment that will allow the bidder to provide support remotely. Remote access to the test environment will need to comply with NYSDOH security requirements (see Attachment III, Section 2.2.2). All related costs to meet NYSDOH security requirements will be assumed by the bidder. It is desirable that there not be any additional maintenance/support or licensing fees associated with a non-production (development, test, disaster recovery) version of the proposed software.
- I. The Bidder shall provide annual maintenance and support costs for up to three NYSDOH SNS / MERC warehouse sites. Two of these are fixed sites and the third would be stood up at the time of the event and operated utilizing go-kits (to be provided by NYSDOH). Pricing must be fixed for years one and two for software maintenance and consulting rates. Price

increases in subsequent years may not exceed 3% or the current CPI, Urban, all products, etc. It is desirable that there not be any additional maintenance/support fees or licensing associated with a non-production (development, test, disaster recovery) version of the proposed software.

- J. The Bidder shall provide an hourly labor rate(s) for future change order work. Rates should be expressed by specific resource type. Pricing must be fixed for years one and two for software maintenance and consulting rates. Price increases in subsequent years may not exceed 3% or the current CPI, Urban, all products, etc.

Cost evaluations will be based on the lump sum total of items A through I on the Cost Submittal Form.

There will be a mandatory product demonstration of the software application for those vendors who have a combined technical and financial score that meets the scoring eligibility requirements.

Failure to provide a cost proposal and/or failure to submit a cost proposal using the template provided will be deemed non-responsive, and the proposal will receive an incomplete, and be disqualified from consideration.

D. PROPOSAL REQUIREMENTS

1. METHOD OF AWARD

a. Vendor Selection

At the discretion of the Department of Health, all bids may be rejected. There are two primary components to the score for each proposal; a financial score (25%) and a technical score (75%). Part of the technical score is based on software usability. This portion requires a product demonstration. The bidder that scores the highest on the combined technical and financial portion will be required to make a product demonstration. All other bidders who meet the scoring eligibility requirements will be required to make a product demonstration. Scoring eligibility requirements are defined as attaining a score that is mathematically reachable based on the highest score. Bidders whose financial and technical scores that are mathematically unreachable will not be scheduled for a product demonstration.

The Technical evaluation of the bids will include, but not be limited to the following considerations:

- A. Base package vs. customized features
- B. Software Usability
- C. Implementation plan and schedule
- D. Company and industry experience
- E. Financial Approach

F. Acceptable plan and experience for meeting NYSDOH Security Requirements

An outline of the agenda for the demonstration will be provided when the date for the demonstration is set.

Vendors who are invited to give a product demonstration and do not complete this requirement will be disqualified.

Any vendor proposal response that is not delivered on the deadline date, and does not contain a complete technical and cost proposal, and that proposes custom software development in order to meet all mandatory requirements will be automatically disqualified.

Vendors are required to submit a security plan document and security experience information as part of the proposal (*see Attachment III NYSDOH Security Requirements for details*). Failure to provide a security plan will result in automatic disqualification.

The bidder's security plan will be evaluated by the NYSDOH Chief Information Security Office (CISO), and is a pass/fail requirement. A "failure" will automatically disqualify the bidder.

Bidder's whose security plans are deemed acceptable and "pass" are eligible to be invited in for a mandatory product demonstration provided they meet the scoring eligibility requirements.

The Department of Health requires that bidder's must complete any security related modifications that are needed to support their security plan within 90-days of contract execution.

All costs related to the bidder's security plan must be accounted for and included in the bid price, and should not be quoted separately.

The proposed software application will be hosted internally on the NYSDOH Health Commerce System and run as the central processing site (*refer to Attachment IV – NYSDOH IMS Proposed Architecture Model*). As described in section 1.4 of the NYSDOH Security Requirements (Attachment III) this means by default that network security policies will adhere to NYSDOH infrastructure as defined in Section 2.2.3 of the NYSDOH Security Requirements document. All other security requirements listed in Attachment III with the exception of section 1.5 (externally hosted systems) should be addressed in the bidders security plan as they relate to the central processing site on the Health Commerce System.

However, each warehouse will have its own local copy of the software application and database to support offline processing (*refer to Attachment IV – NYSDOH IMS Proposed Architecture Model*). Warehouse system implementations are considered to be hosted outside of the NYSDOH network. Therefore, the bidder must ensure that the security

requirements defined in section 1.5 of the NYSDOH Security Requirements document are met by the proposed offline software solution, and must be included in the bidder's security plan. NYSDOH will be responsible for funding, procuring, and implementing and supporting the required servers and networking infrastructure at each warehouse site to comply with section 1.5. The NYSDOH will also assume responsibility for the physical security of each warehouse site, servers, network and related infrastructure, as well as maintenance and support of the same. Bidders should provide specifications for the required hardware / equipment needed to support their offline solution (*see page 11, item #4*). All other security requirements listed in Attachment III with the exception of section 2.2.3 should be addressed in the bidders' security plan as they relate to the warehouse processing site.

2. TECHNICAL EVALUATION CRITERIA AND NUMERICAL POINT STRUCTURE

The weight of the technical evaluation will comprise 75% of the total. The technical formula that will be used to determine scoring is as follows:

$$\frac{\text{Raw Score of Proposal being scored}}{\text{Raw Score of Highest Scored Proposal}} \times 75 \text{ percent}$$

3. FINANCIAL EVALUATION CRITERIA AND NUMERICAL POINT STRUCTURE

The financial (cost) evaluation will be separate from the technical evaluation and represents a total of 25-percent.

The cost to the State will be evaluated in relation to all cost proposals submitted. The lowest total will receive the full twenty (25) points. Subsequent offers will receive scores proportionally using the following formula:

$$\frac{\text{Low Bid}}{\text{Bid Being Evaluated}} \times 25 \text{ percent}$$

E. ADMINISTRATIVE

1. Issuing Agency

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

2. Inquiries

Any questions concerning this solicitation must be directed to:

Nikhil Natarajan
New York State Department of Health
Health Emergency Preparedness Program
Flanigan Square - 4th Floor
547 River Street
Troy, New York 12180

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> by March 2, 2009. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

Bidder's are requested to submit a Letter of Intent by February 24, 2009 indicating their intent to submit a response.

A bidder's conference will be held on March 13, 2009 at the NYSDOH Flanigan Square conference room located at 547 River Street, Troy, NY 12180.

3. Submission of Proposals

Your proposal shall include a Table of Contents and be presented in the following order:

1.) Introduction – The proposal must clearly and concisely state the intent of the bid being submitted, product being proposed, indicate whether the system meets the technical requirements, describe the organization's industry experience and how it plans to approach the project, and indicate that the system and data will reside on DOH infrastructure.

The following points will be addressed in the Introduction:

- The bidder must specify the company's name, address and an authorized contact.
- The bidder must specify their company's number of years in business.
- The bidder must specify if they are public or privately held
- The bidder must specify the total number of employees at their company.
- The bidder must describe their major lines of business; number of locations (indicate the primary location from which this project would be managed) and their key customer base.
- The bidder must provide their company's annual sales or revenue and performance trends. Provide an annual report, 10K, 10Q and other relevant financial information, if available.
- The bidder must specify if they are currently being investigated or audited by any branch of the local, state or federal government.
- The bidder must specify if they are currently in litigation with any other entity of any

kind.

- The bidder must specify if there is any possible conflict of interest regarding this project.
- The Bidder must describe their capabilities and prior experience in supporting emergency response and preparedness exercises.
- Official Name of their software/product
- The Official Version Number for your current software release
- Year of First Product Release
- Approximate Release Frequency

2.) Requirements Matrix – completed with code assigned (and any corresponding explanation) for all mandatory requirements.

3.) Security Plan Document and Experience Information – The security plan document should address how the bidder will manage security of the system for both the central processing site on Commerce, and the remote warehouse offline processing sites in accordance with Attachment III, NYSDOH Security Requirements. Experience information needs to include the bidder's experiences in managing and addressing IT and application security.

4.) System Architectural Diagram – A diagram and narrative must be provided that clearly illustrates the relationship and operations between the Central Site IMS server and database that will reside on the Health Commerce system, and the remote Warehouse Sites that will contain an IMS server and database for offline processing. Please describe the products, specifications, and functionality being proposed to support data replication between the Central Site and remote Warehouse Sites, and to support offline processing or failover to the local Warehouse Site when connectivity to the Central Site is lost. Please refer to Attachment IV, NYSDSOH IMS Architecture Model for details regarding the architecture that a bidder's solution must fit into. Bidders should also identify any security concerns and how they will be handled as per Attachment III, NYSDOH Security Requirements. Additionally, bidders are welcome to suggest or recommend alternative approaches for accomplishing offline processing.

5.) Implementation Plan and Schedule – Please identify implementation tasks, task owner (bidder or NYSDOH), time estimates expressed in days, dependencies, milestones, and timeline.

6.) Maintenance and Support Service Description – Provide a description of the standard maintenance and support being offered for the proposed production solution.

7.) Training Service Description – Provide a description of the standard product training offered to both end users and administrators. Please include such details as course objectives, course outline, minimum/maximum number of days, and resumes of potential training instructors. In order to support on-site training please identify what resources the State and vendor are responsible for supplying.

8.) List of References – The Bidder must provide two active State government-level Public Health references. Additional references may be requested. References should contain the following: Company name, address, contact person, telephone number, fax number, e-mail address (if available), number of years Bidder has serviced the referenced account, and scope of work performed during the past 1 – 3 years for each referenced account. The customers on the list will be contacted by DOH. DOH reserves the right to review and consider other known clients of the Bidder in addition to those provided and to disqualify based on unsatisfactory reports and records of services provided.

9.) Supplemental Information – This would include any information requested in the Requirements Matrix that the bidder plans to include separately as an attachment/appendix to their proposal (*i.e. page 20, ID #6 - The Bidder must provide documentation describing all configurable settings in the system*).

Failure to supply all the required sections of the Technical Proposal will result in disqualification.

The “Cost Submittal Form” (Attachment II) should be used to record all associated prices and costs as they pertain to the vendor’s proposal. The detailed technical proposal and associated costs submitted for consideration must not be combined. The technical proposal and cost proposal must be submitted in separately sealed envelopes that are clearly labeled. Both sealed envelopes should then be put into one larger envelope for delivery. The larger envelope should be clearly marked “New York State Department of Health, Health Emergency Preparedness Program Inventory Management System Project”. No cost information should be in the technical proposal.

Vendors must submit one original and six copies of the technical proposal, and one original and three copies of the cost proposal. Again, these cannot be combined as described above.

Interested vendors should submit proposals no later than **5:00 p.m. EST on April 3, 2009** at the address shown below:

Nikhil Natarajan
New York State Department of Health
Health Emergency Preparedness Program
Flanigan Square - 4th Floor
547 River Street
Troy, New York 12180

It is the bidders' responsibility to see that bids are delivered to DOH prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to 4th Floor, Flanigan Square will not be considered.

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

2. The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
3. All evidence and documentation requested under Section D, Proposal Requirements must be provided at the time the proposal is submitted.
4. 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. Eliminate mandatory requirements unmet by all bidders.
 - e. If the Department of Health is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.
5. Payment

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

Nikhil Natarajan
New York State Department of Health
Health Emergency Preparedness Program
Flanigan Square - 4th Floor
547 River Street
Troy, New York 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. Payment terms will be:

Payment for all software licensing and Year 1 annual maintenance and support costs will be paid in full after the proposed system has been accepted and signed-off by DOH. The specific acceptance criteria will be negotiated as part of the contract. Generally speaking, however, the selected vendor must install and configure proposed software application on Commerce, and satisfactorily pass system testing based on DOH Commerce technical environment and security standards.

6. Term of Contract

This agreement shall be effective upon approval of the NYS office of the State Comptroller. The contract will be for three years with two one year renewal options for a potential total of five years. Pricing must be fixed for years one and two for software maintenance and consulting rates. Price increases in subsequent years may not exceed 3% or the current CPI, Urban, II consumers.

Acceptance of customized software shall occur upon written notification from the Associate Director, Health Emergency Preparedness Program.

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.

7. Debriefing

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

8. Vendor Responsibility Questionnaire

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

9. State Consultant Services Reporting

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

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

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

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

10. Lobbying Statute

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

- a. Makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d. authorizes the 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;
- e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal-State Agreements, and procurement contracts;
- h. modifies the governance of the New York State Commission on Public Integrity
- i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- j. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- k. establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities

by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

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

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

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

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with NYS Office for Technology Policy number P08-005 “Accessibility of Web-Based Information and Applications” and Standard number S08-005 “Accessibility of Web-Based Information and Applications”, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to Standard number S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

12. Information Security Breach and Notification Act

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

potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

13. New York State Tax Law Section 5-a

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

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

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

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

14. 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.

15. M/WBE Utilization Plan for Subcontracting and Purchasing

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 (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment 16) 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) may result in disqualification of the vendor from consideration for award.

F. APPENDICES

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

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B - Request for Proposal
- APPENDIX C - Proposal

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

- APPENDIX D - General Specifications
- APPENDIX E

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

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

CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/OR Disability Benefits Insurance Coverage Is Not Required; OR

- **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
- Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/OR Disability Benefits Insurance Coverage Is Not Required; OR
 - **DB-120.1** – Certificate of Disability Benefits Insurance
 - **DB-155** – Certificate of Disability Benefits Self-Insurance
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

G. ATTACHMENTS

1. Requirements Matrix
2. Cost Submittal Form
3. NYSDOH Security Requirements
4. NYSDOH Proposed IMS Architecture Model
5. NYSDOH Commerce Application Requirements
6. Bid Form
7. No Bid Form
8. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
9. State Consultant Services Form B, Contractor's Annual Employment Report
10. Vendor Responsibility Attestation
11. M/WBE Forms
12. Appendix A – Standard Clauses for All New York State Contracts
13. Appendix D – General Specifications
14. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
15. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
16. HIPPA Documents

ATTACHMENT 1

Requirements Matrix

Vendor's are required to respond to each requirement in the matrix by providing a code to indicate how each requirement will be met, and using the explanation column to provide additional details where indicated. The proposal page should be noted if the information is included elsewhere in the proposal.

Please use one of the following from the **Code Definitions Table** below:

Code	Definition
E	The requirement will be met with out-of-the-box software that is installed and operational at other sites and can be demonstrated to NYSDOH as part of the proposal submission.
U	The requirement will be met by software that is currently under development, is in Beta test, or is not yet released. The approximate date when it will be released should be noted in the "Explanation" column.
O	The requirement will be met by a different software product or tool. The software manufacturer should be noted in the "Explanation" column.
M	The requirement can be met by custom software development.

Failure to complete all requirements by responding with an indicator code (E,U,O,M) will result in disqualification. Please provide references for explanations contained elsewhere in the proposal or any supplemental information.

ID	Mandatory	Requirement	Note	Indicate Code E, U, O, M	Explanation
General Requirements					
1	Yes	The system must be installed and operational in at least 2 (two) customer sites for a period of 12-months as of the release date of the RFP, and supporting emergency preparedness and response warehouse operations.			
2	Yes	The system must have the ability to filter inventory according to the nature of the event, inventory received from the CDC and what is known about the affected population. Please provide an explanation of how this is achieved in your system.			
3	Yes	The Bidder must explain in detail the nature and extent of how their system meets government and healthcare industry standards. The bidder should detail how their system has been independently audited and validated.			
General Technical Requirements					
Infrastructure Capability					
4	Yes	Any web-based intranet and internet information and applications development, or programming delivered pursuant to the Contract will comply with NYS Office for Technology Policy number P08-005 "Accessibility of Web-based Information and Applications" and Standard number S08-005 "Accessibility of Web-based Information and Applications". As such policy 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. Provide an explanation of how this is achieved in your system.	These documents can be found at: http://www.of.tate.ny.us/Policy/NYS-P08-005.pdf http://www.of.tate.ny.us/Policy/NYS-S08-005.pdf		

ID	Mandatory	Requirement	Note	Indicate Code E, U, O, M	Explanation
5	Yes	The Bidder must provide complete system documentation, including system administrator manuals, user manuals, installation instructions, troubleshooting guidelines, helpdesk manuals, instructions, and data dictionary. The Bidder shall also provide documentation of module interrelationships and data interfaces.			
Installation					
6	Yes	The Bidder must provide documentation describing all configurable settings in the system.			
7	Yes	<p>The Bidder must describe user definable warnings/flags that can be set by the DOH Administrator with a minimum to include the following:</p> <ul style="list-style-type: none"> ▪ When a particular item in the inventory reaches a pre-defined threshold amount. ▪ When an item meets the pre-defined timeline of an expiration date. For example, a warning message two months prior to expiration of any inventory item. <p>Please provide an explanation of how this is achieved in your system.</p>			
8	No	<p>It is desirable that the bidder include details regarding the method of communication to the user when data meets the user flag/warning criteria. If the method is email, then it must work with Lotus notes and Microsoft exchange. Also, email messages should be compliant with NYSDOH Security Requirements (<i>see Attachment III of RFP</i>).</p> <p>Please provide an explanation of how this is achieved in your system.</p>			

ID	Mandatory	Requirement	Note	Indicate Code E, U, O, M	Explanation
9	Yes	<p>The system must be hosted and operate within NYSDOH's Health Commerce System (HCS) environment. HCS is a three-tiered architecture and consists of a Reverse Proxy Server (Tier 1), Web/Application Server (Tier 2), and Database Server (Tier 3). To operate in this environment a software application must comply with the following:</p> <ol style="list-style-type: none"> 1. Run on BEA Web Logic 10.3 or higher. 2. Have the potential to be clustered so it can run on multiple machines in case a server drops. 3. Support Oracle 10G. 	Please refer to Attachment V – Commerce Application Requirements for further details.		
10	Yes	The proposed solution must contain role-based security . The bidder must explain how security is enforced within the software application.			
11	Yes	If security will not be handled within the application then the NYSDOH's Health Commerce System (HCS) security process must be used. This means that the application must be able to receive and process a cookie that identifies the user and provides permissions.	Please refer to Attachment V – Commerce Application Requirements for further details.		
12	Yes	<p>The software application will have to be stress tested on the HCS either by the vendor or our NYSDOH technical staff to determine the effect it could have on the network.</p> <p>(<u>Note</u>: Specific performance criterion to be defined as part of contract negotiations after award is made).</p>			
13	Yes	The Bidder must specify their expectations regarding expected responsibilities, support and assistance from the NYSDOH technical group.			

ID	Mandatory	Requirement	Note	Indicate Code E, U, O, M	Explanation
14	Yes	The Bidder must specify estimated disk space, average memory usage, and maximum number of users and estimated disk space growth.			
Acceptance					
15	Yes	The Bidder shall provide an estimated schedule for a standard implementation (i.e. no customizations) and identify the key activities to be completed by week or month from start to finish (i.e. week 1, month 1).			
16	Yes	The Bidder must demonstrate that the software application can run on the Health Commerce System and meets all security requirements as defined in the NYSDOH Security Requirements (<i>see attachment III of RFP</i>). The vendor will have to provide a demonstration of system functionality after the system has been successfully installed on the Health Commerce System.			
Software Licensing					
17	Yes	The Bidder shall specify the type of licensing offered. Please provide detailed explanation of its licensing policies.			
18	Yes	The Bidder must offer the ability to temporarily surge user licenses to a maximum of 500 licenses within 8 hours.			

Maintenance					
19	Yes	<p>The Bidder shall provide annual maintenance for the life of the contract, including the following:</p> <ul style="list-style-type: none"> ▪ Software updates. ▪ Toll-free telephone support 24/7 or at least 6am to 6pm EST on business days. ▪ Online support via email and internet for IRM and business unit areas. ▪ System training (if it's not part of implementation on updates). 			
Help Desk Support					
20	Yes	The Bidder shall provide trouble-shooting documentation to the DOH service desk that includes sample user questions and answers along with error message text.			
Training					
21	Yes	<p>The Bidder must provide an on-site system administrator and user training for a maximum of 10 DOH staff members. The training must be comprehensive. The Bidder shall provide a proposed training plan which includes training objectives and minimum number of days.</p> <p>Please provide a detailed explanation of how this is implemented.</p>			
22	Yes	The Bidder must provide online help screens and a help manual to users for support on the system.			

System Interfaces				
23	No	<p>The system should support standardized application programming interfaces (API's) to augment the product and integrate with custom applications and/or interface with external systems in a secure manner as defined in the NYSDOH Security Requirements (<i>see Attachment III</i>).</p> <p>Please provide an explanation of how this is achieved in your system.</p>		
Historical Data Load				
24	Yes	<p>System must provide for bulk loading/importing of existing inventory data from such source(s) as CSV formatted file or Excel as required. The scope of data elements to be included are as follows:</p> <ul style="list-style-type: none"> ▪ Recipient Agency information. ▪ Beginning Inventories for each warehouse. ▪ Bar-coding data, if possible. <p>Please provide an explanation of how this is achieved in your system.</p>		
25	Yes	<p>All historical/archived data must be available for querying and viewing.</p> <p>Please provide an explanation of how this is achieved in your system.</p>		
System Customization				
26	Yes	<p>The system shall allow for screen, data field and reporting customization to enable DOH to meet its needs in accordance with NYSDOH Security Requirements (<i>see Attachment III</i>).</p> <p>Please provide explanation of how this is achieved in your system.</p>		

27	Yes	<p>The Bidder shall provide upgrade support to ensure that all DOH customizations of the system remain intact after the upgrade in accordance with NYSDOH Security Requirements (see <i>Attachment III</i>).</p> <p>Please provide explanation of how this is achieved in your system.</p>			
Auditing					
28	No	<p>The system shall support a detailed time-stamped audit trail of electronic records and signatures.</p>			
29	Yes	<p>The system must provide a detailed time-stamped audit trail globally as well as by specific event.</p> <p>Please provide an explanation of how this is achieved in your system.</p>			
30	Yes	<p>The system shall have the ability to retain deleted records with an audit trail of the deletion date and user deleting the record.</p> <p>Please provide explanation of how this is achieved in your system.</p>			
Archiving					
31	Yes	<p>The system shall provide for a means to archive unused data. The Bidder shall define how archival retrieval will occur.</p>			
Querying					
32	Yes	<p>The system shall have query capabilities.</p> <p>Please provide explanation of how this is achieved in your system</p>			

General Reporting Requirements					
33	Yes	All reports must be able to be viewed and printed.			
34	Yes	The Bidder shall describe the reporting tool used by the system, and any additional software installation and licensing requirements. Please provide explanation of how this is achieved in your system.			
35	Yes	All reports must be able to be sorted and printed on demand for current and historical data. The system shall provide standard and exception reports.			
36	Yes	The system shall provide users with a means of developing and saving ad hoc reports. These reports must be available with user-defined options that will allow them to be tailored to meet operational needs. Please provide an explanation of how this is achieved in your system.			
Security					
37	Yes	The system shall meet all security standards as defined by NYSDOH. This should be explained in the bidders security plan document.	See Attachment III "NYSDOH Security Requirements"		

Technical Requirements

38	Yes	<p>The system must support roles and views to both data and features/functionality based on those roles in accordance with NYSDOH Security Requirements (<i>see Attachment III</i>). Some roles will have access to all data and functionality while others will only have access to a subset of data and functionality. For instance, County users will only have access to their data. State users will have access to all data. State executives will have view access to all data but no edit rights. The State System Administrator will have access to all data and features/functionality.</p> <p>Please provide detailed explanation of how this is achieved in your system.</p>			
39	Yes	<p>The system must support offline processing and data replication between the HCS Central Site, and two active warehouse sites. The proposed solution must be in compliance with NYSDOH Security Requirements (<i>see Attachment III</i>).</p> <p>Please provide a detailed explanation of how this is achieved in your system. (<i>Refer to page 11, item #4 under "Submission of Proposals" and provide explanation there</i>).</p>	Please refer to Attachment IV –NYSDOH Proposed Architecture Model for further details.		
40	Yes	<p>The system must allow for establishing global and localized Business Rules Sets to be applied to different instances of the application (different warehouses).</p> <p>Please provide detailed explanation of how this is achieved in your system.</p>			

WAREHOUSING REQUIREMENTS					
41	Yes	The system must include core warehouse management system activities for inbound and outbound processing, inventory management, order management, kitting and assembly, and inventory control. Please provide an explanation of how this is achieved in your system.			
42	Yes	The system must support entry of the National Drug Code (NDC).			
Order Request					
43	Yes	The System must generate a unique Order Request Number for tracking purposes.			
44	Yes	Closing of an Order should be able to happen at anytime and should not be dependent on physically receiving the assets.			
45	No	The system should have the ability to automatically create orders based on quantity on hand.			
46	Yes	The system must support Manual Order creation.			
47	Yes	The system must have the ability to alert pre-identified users when inventory levels reach pre-identified quantities (reorder point alerts). Alerts should be handled in a secure manner in accordance with NYSDOH Security Requirements (see <i>Attachment III</i>). Please provide an explanation of how this is achieved in your system			

48	Yes	<p>The System shall allow for entry and maintenance of the following fields or equivalent associated with Order Request:</p> <table border="0"> <tr> <td>* Order Request ID – (System Generated)</td> <td>* Address</td> <td>Vaccines – Potential Fields</td> </tr> <tr> <td>* Date of request</td> <td>* Product name</td> <td>* Manufacturer</td> </tr> <tr> <td>* Time of Request</td> <td>* Short description</td> <td>* Device</td> </tr> <tr> <td>* Name/role of the person making the request</td> <td>* Quantity</td> <td>Vials</td> </tr> <tr> <td>* Mission Request # (DLAN) (optional)</td> <td>* Order Type (State Mob site or to CDC)</td> <td>Syringes</td> </tr> <tr> <td></td> <td></td> <td>* Custom Fields</td> </tr> </table>	* Order Request ID – (System Generated)	* Address	Vaccines – Potential Fields	* Date of request	* Product name	* Manufacturer	* Time of Request	* Short description	* Device	* Name/role of the person making the request	* Quantity	Vials	* Mission Request # (DLAN) (optional)	* Order Type (State Mob site or to CDC)	Syringes			* Custom Fields			
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* Mission Request # (DLAN) (optional)	* Order Type (State Mob site or to CDC)	Syringes																					
		* Custom Fields																					
Receiving, Storing and Staging																							
49	No	It is desired that the system have the ability to receive donated inventory from federal and state entities, business and individuals before, during and after an event.																					
50	Yes	The system must support Manual receipts and updates of Inventory received.																					
51	No	The system should have the ability to automatically apportion designated materials from a central receiving, staging, and storage site to other locations. Manual apportionment should also be supported.																					
52	Yes	The system should be able to support inventory updates through Bar-code reading (when applicable).																					
53	Yes	The system must be able to tag received material as Active or Inactive. If the material is tagged as Active then the inventory levels should be adjusted in real time for that material. If the material is tagged as Inactive, then the material should not be available to process orders against it.																					
54	Yes	The system must be able to track the location of all inventory including specific location within the Warehouse and the status of the inventory.																					

55	Yes	<p>The System shall allow for entry and maintenance of the following fields or equivalent associated with Receiving/Staging/Storing:</p> <table border="1" data-bbox="373 293 1106 781"> <tr> <td data-bbox="373 293 583 451"> 1. Storage Site 2. Storage Location 3. Inventory Status Active Inactive Quantity </td> <td data-bbox="583 293 814 451"> 11. Short Description 12. Unit packaging 13. Amt per unit packaging 14. Manufacturer 15. Bar Code # </td> <td data-bbox="814 293 1106 451"> 18 Hazardous Material Yes No 19 Funding source Federal Subsidy State Monies Other – please specify </td> </tr> <tr> <td data-bbox="373 451 583 621"> 4. Inactive Reasons Damaged Out of Temp Rejected Other Repackaged Destroyed </td> <td data-bbox="583 451 814 621"> 16. Unit Packaging Case (Cs) Box (Bx) Each (Ea) Container (Co) </td> <td data-bbox="814 451 1106 621"> Grant Funds ASPR (formerly HRSA) PHEPR UASI Other – please specify </td> </tr> <tr> <td data-bbox="373 621 583 781"> 5. Product Name 6. Lot Number 7. Expiration Date 8. Quantity 9. NDC Number 10. Item Description </td> <td data-bbox="583 621 814 781"> 17. Controlled Substance Yes No </td> <td data-bbox="814 621 1106 781"> 20 Source Code CDC Push Package CDC Managed Inventory MERC – UASI MERC – HRSA MERC – Other Federal Other </td> </tr> </table>	1. Storage Site 2. Storage Location 3. Inventory Status Active Inactive Quantity	11. Short Description 12. Unit packaging 13. Amt per unit packaging 14. Manufacturer 15. Bar Code #	18 Hazardous Material Yes No 19 Funding source Federal Subsidy State Monies Other – please specify	4. Inactive Reasons Damaged Out of Temp Rejected Other Repackaged Destroyed	16. Unit Packaging Case (Cs) Box (Bx) Each (Ea) Container (Co)	Grant Funds ASPR (formerly HRSA) PHEPR UASI Other – please specify	5. Product Name 6. Lot Number 7. Expiration Date 8. Quantity 9. NDC Number 10. Item Description	17. Controlled Substance Yes No	20 Source Code CDC Push Package CDC Managed Inventory MERC – UASI MERC – HRSA MERC – Other Federal Other			
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5. Product Name 6. Lot Number 7. Expiration Date 8. Quantity 9. NDC Number 10. Item Description	17. Controlled Substance Yes No	20 Source Code CDC Push Package CDC Managed Inventory MERC – UASI MERC – HRSA MERC – Other Federal Other												
Picking														
56	Yes	Pick lists should be generated in the system based on an Approved Order.												
57	Yes	The system must adjust the Inventory when the item is Picked.												
58	Yes	Vaccines have to be picked based on “lot numbers”. A lot number should be a required field for vaccines in the system and if this is unavailable, an override feature should be available.												
59	Yes	Any discrepancies that are notified by the Picking team on the paper Pick List must be able to be reconciled in the system. Please provide explanation of how this is achieved in your system.												
60	Yes	The system must support picking using Paper Pick Lists.												
61	Yes	The system must support manual generation of Pick lists.												

62	Yes	<p>The system shall allow for entry and maintenance of the following fields or equivalent associated with picking:</p> <table border="1" data-bbox="380 261 1100 545"> <tr> <td data-bbox="380 282 604 310">1. Storage Site</td> <td data-bbox="617 282 890 310">7. Expiration Date</td> <td data-bbox="903 282 1100 310">14. Manufacturer</td> </tr> <tr> <td data-bbox="380 318 604 345">2. Storage Location</td> <td data-bbox="617 318 890 345">8. Quantity</td> <td data-bbox="903 318 1100 345">15. Bar Code #</td> </tr> <tr> <td data-bbox="380 354 604 381">3. Inventory Status</td> <td data-bbox="617 354 890 381">9. NDC Number</td> <td data-bbox="903 354 1100 381">17. Amount</td> </tr> <tr> <td data-bbox="380 389 604 417">Active</td> <td data-bbox="617 389 890 417">10. Item Description</td> <td data-bbox="903 389 1100 417">Required</td> </tr> <tr> <td data-bbox="380 425 604 453">Inactive</td> <td data-bbox="617 425 890 453">11. Short Description</td> <td data-bbox="903 425 1100 453">18. Amount Picked</td> </tr> <tr> <td data-bbox="380 461 604 488">5. Product Name</td> <td data-bbox="617 461 890 488">12. Unit packaging</td> <td data-bbox="903 461 1100 488">19. Destination</td> </tr> <tr> <td data-bbox="380 496 604 524">6. Lot Number</td> <td data-bbox="617 496 890 524">13. Amt per unit packaging</td> <td data-bbox="903 496 1100 524">20. QA Completed</td> </tr> </table>	1. Storage Site	7. Expiration Date	14. Manufacturer	2. Storage Location	8. Quantity	15. Bar Code #	3. Inventory Status	9. NDC Number	17. Amount	Active	10. Item Description	Required	Inactive	11. Short Description	18. Amount Picked	5. Product Name	12. Unit packaging	19. Destination	6. Lot Number	13. Amt per unit packaging	20. QA Completed			
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5. Product Name	12. Unit packaging	19. Destination																								
6. Lot Number	13. Amt per unit packaging	20. QA Completed																								
Quality Assurance																										
63	Yes	The system must track quality control status of material at receipt, assembly and pack out.																								
Shipping																										
64	Yes	The system must generate Bills of Lading, Shipping labels and Bar-Code labels <i>(When applicable)</i> .																								
65	Yes	<p>Shipping point addresses are currently pre-identified. The system should allow pre-population of "ship-to destinations".</p> <p>Please provide an explanation of how this is achieved in your system.</p>																								
66	No	<p>At the time of shipment, the system should have the ability to send notifications to system users and/or to email addresses via the internet. (if the method is email then it should work with Lotus notes and Microsoft exchange.) All notifications should be sent encrypted and in accordance with NYSDOH Security Requirements <i>(see Attachment III)</i>.</p> <p>Please provide an explanation as to how this is achieved in your system.</p>																								

67	Yes	<p>The System shall allow for entry and maintenance of the following fields or equivalent associated with Shipping:</p> <table border="1" data-bbox="380 269 1100 578"> <tr> <td data-bbox="380 269 611 358"> 1. Supply ID 2. Ship From Address 3. Ship To Address </td> <td data-bbox="611 269 856 358"> 4. Point of Contact 5. Phone Number 6. Fax Number </td> <td data-bbox="856 269 1100 358"> 10. Method of Shipping FedEx OGS UPS </td> </tr> <tr> <td data-bbox="380 358 611 578"> Name Address Street Address 1 Street Address 2 City State Zip </td> <td data-bbox="611 358 856 578"> 7. Shipping Instructions – <i>Free form text box</i> 8. General Comments – <i>Free form text box</i> 9. Email </td> <td data-bbox="856 358 1100 578"> County Pickup Dept of Corrections Other </td> </tr> </table>	1. Supply ID 2. Ship From Address 3. Ship To Address	4. Point of Contact 5. Phone Number 6. Fax Number	10. Method of Shipping FedEx OGS UPS	Name Address Street Address 1 Street Address 2 City State Zip	7. Shipping Instructions – <i>Free form text box</i> 8. General Comments – <i>Free form text box</i> 9. Email	County Pickup Dept of Corrections Other			
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Name Address Street Address 1 Street Address 2 City State Zip	7. Shipping Instructions – <i>Free form text box</i> 8. General Comments – <i>Free form text box</i> 9. Email	County Pickup Dept of Corrections Other									
Reverse Distribution											
68	Yes	The system must have the ability to generate an Expired Items report.									
69	Yes	The system must have the ability to generate Pick Lists just for expired material that has been identified to be disposed.									
70	Yes	The system should prevent allocation of expired material but an override option for allocation must be present.									
71	Yes	<p>The system shall allow for entry and maintenance of the following fields or equivalent associated with reverse distribution:</p> <table border="1" data-bbox="380 1146 873 1308"> <tr> <td data-bbox="380 1146 737 1292"> 1. Reason code 2. Expiration date 3. Product Name 4. Comments field </td> <td data-bbox="737 1146 873 1292"> 5. Name 6. Address </td> </tr> </table>	1. Reason code 2. Expiration date 3. Product Name 4. Comments field	5. Name 6. Address							
1. Reason code 2. Expiration date 3. Product Name 4. Comments field	5. Name 6. Address										

Repackaging					
72	Yes	The system must have the ability to manage repackaging of bulk medications. Please provide an explanation of how this is achieved in your system			
Other required capabilities					
73	Yes	The system must support the creation of custom fields.			
Reports					
74	Yes	The system, at a minimum, must provide canned reports for these listed functionalities: <ol style="list-style-type: none"> 1. Inventory Status Report 2. Order Status Report 3. Pick Sheets 4. Shipping Labels 5. Bills of Lading 6. Shipping Status Report 7. Damaged Goods Report 8. Transaction History 9. Back-order Report 10. Expired Material Report 11. Negative Inventory Report 			

ATTACHMENT 2

Cost Submittal Form

Please use the following template to submit cost information for the financial evaluation.

Produce/Service Category	Explanation	Cost
<p>A. Software Licensing –HCS Central Site</p> <p>Please refer to Attachment IV for details.</p>	<p>Please provide lump sum amounts for base software package including any 3rd party products that are integrated and would require a separate license fee.</p> <p>Assume twenty (20) concurrent users for day-to-day operations.</p> <p>Assume a maximum of 500-concurrent users statewide for emergency operations.</p> <p>Server Licensing</p> <p>\$ _____</p> <p>Per User Licensing: 20-concurrent users</p> <p>\$ _____</p> <p>Per User Licensing: 500-concurrent users</p> <p>\$ _____</p> <p>Surge Capacity Licensing Plan (optional):</p> <p>\$ _____</p> <p><i>(Note: If bidder offers a surge capacity plan where the NYSDOH can increase user licenses temporarily for use during an event please provide pricing here. Assume a maximum surge capacity of 500-concurrent users.</i></p>	<p>Total one-time software licensing amount:</p> <p style="text-align: center;">\$ _____</p>

	<p>Oracle Database Licensing \$ _____</p> <p>Reporting Tool Licensing \$ _____</p> <p>Data Replication Licensing \$ _____</p> <p>Other Licensing: \$ _____ \$ _____ \$ _____</p>	
<p>B. Software Licensing – Non-Production Use</p>	<p>Please provide lump sum amounts for non-production uses (i.e. development, test, disaster recovery) of the software application, if applicable.</p> <p><i>(Note: DOH would prefer not to pay additional licensing fees for non-production use).</i></p> <p>Server Licensing \$ _____</p> <p>Per User Licensing \$ _____</p> <p>Other Licensing \$ _____ \$ _____ \$ _____</p>	<p>Total one-time software licensing amount: \$ _____</p>

<p><i>C. Software Licensing – Active Warehouse Sites with Offline Processing Capability</i></p> <p>Please refer to Attachment IV for details.</p>	<p>Please provide lump sum amounts for base software package including any 3rd party products that are integrated and would require a separate license fee.</p> <p>Price quotations should be based on a total of two (2) active warehouse sites.</p> <p>Assume twenty (20) concurrent users per warehouse site or forty (40)-total for offline processing.</p> <p>Server Licensing</p> <p>\$ _____</p> <p>Per User Licensing (40-concurrent users)</p> <p>\$ _____</p> <p>Oracle Database Licensing</p> <p>\$ _____</p> <p>Reporting Tool Licensing</p> <p>\$ _____</p> <p>Data Replication Licensing</p> <p>\$ _____</p> <p>Other Licensing:</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>Total one-time software licensing amount:</p> <p>\$ _____</p>
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<p><i>D. Software Customization</i></p>	<p>Please identify all mandatory requirements that bidder has assigned a Code M (requires customization). Show individual cost by requirement below and a lump sum amount to the right.</p> <p>ID # _____ Cost \$ _____</p> <p>ID# _____ Cost \$ _____</p> <p>Add more as needed.</p>	<p>Total software customization:</p> <p>\$ _____</p>
<p><i>E. HCS Central Site Implementation</i></p> <p>This is for implementation and configuration of proposed system on NYSDOH Health Commerce System.</p> <p>The NYSDOH will handle all data loading/conversion tasks.</p>	<p>Please show lump sum amount for a standard implementation of base package, and any other related services that bidder requires to successfully implementing the proposed system.</p> <p>Software package implementation</p> <p>\$ _____</p> <p>Data replication implementation</p> <p>\$ _____</p> <p>Other Services:</p> <p>\$ _____</p>	<p>Total Implementation HCS Central Site:</p> <p>\$ _____</p>

<p>F. Active Warehouse Sites with Offline Processing Implementation</p> <p>This is for implementation and configuration of proposed system on a LAN at the two (2) NYSDOH SNS / MERC warehouse sites.</p>	<p>Please show lump sum amount for a standard implementation of base package, and any other related services that bidder requires to properly implementing the proposed system.</p> <p>Price quotation should be based on two (2) warehouse sites.</p> <p>Software package implementation \$ _____</p> <p>Data replication implementation: \$ _____</p> <p>Other services: \$ _____ \$ _____ \$ _____</p>	<p>Total Implementation Warehouse Site \$ _____</p>
<p>G. Training</p> <p>This is for onsite training of 10-DOH staff people who will be both end users and administrators. State DOH staff will train all other users.</p>	<p>Please provide a lump sum amounts.</p> <p>A. User Training \$ _____</p> <p>B. Sys Admin training \$ _____</p> <p>Other \$ _____ \$ _____ \$ _____</p>	<p>Total Training \$ _____</p>

<p><i>H. HCS Central Site Maintenance and Support</i></p>	<p>First year Maintenance and Support will begin after formal acceptance of the software.</p> <p>Pricing must be fixed for years one and two for software maintenance and consulting rates. Price increases in subsequent years may not exceed 3% or the current CPI, Urban, all products, etc. .</p>	<p>Total HCS Central Site Maintenance and Support (Years 1 and 2)</p> <p>\$ _____</p>
<p><i>I. Active Warehouse Sites with Offline Processing Maintenance and Support</i></p>	<p>First year Maintenance and Support will begin after formal acceptance of the software.</p> <p>Price should include maintenance and support for a total of two (2) active warehouse sites.</p> <p>Pricing must be fixed for years one and two for software maintenance and consulting rates. Price increases in subsequent years may not exceed 3% or the current CPI, Urban, all products, etc.</p>	<p>Total Warehouse Sites Maintenance and Support (Years 1 and 2)</p> <p>\$ _____</p>
<p><i>Lump Sum Subtotal (i.e., Sum of A through I)</i></p>		<p>\$ _____</p>

Additional Cost Information

Produce/Service Category	Explanation	Cost (Hourly Rates)
<i>J. Hourly Labor Rate</i>	<p>Please provide hourly labor rates for change order work that may come up in the future. This should be expressed by resource type (i.e. PM, BA, Developer, etc...).</p> <p>The hourly rates quoted will become a part of the contract.</p> <p>Pricing must be fixed for years one and two for software maintenance and consulting rates. Price increases in subsequent years may not exceed 3% or the current CPI, Urban, all products, etc.</p>	<p>Project Manager \$ _____</p> <p>Business Analyst \$ _____</p> <p>System Architect \$ _____</p> <p>Developer \$ _____</p> <p>QA Tester \$ _____</p> <p>List others that apply.</p>

(Bidder's Name)

By _____

Name:
Title:
Date:

ATTACHMENT 3

NYSDOH Security Requirements

1. INTRODUCTION

1.1.

Organizations which bid to develop or maintain systems for the New York State Department of Health (NYSDOH) must present (i) a security plan document and (ii) security experience information as part of their bid proposal. The security experience information needs to include the bidder's experiences in managing and addressing IT and application security. The security plan document should address how the bidder will manage security of the system. Bidders' security plan must conform to requirements listed below, as well as those indicated throughout this RFP.

Bidders must describe controls addressing these security requirements and specify whether the vendor/contractor or NYSDOH is responsible for implementing and supporting these controls. Vendors and NYSDOH program area are required to work with NYSDOH CISO (New York State Department of Health Chief Information Security Officer) to satisfy these requirements.

An acceptable security plan is mandatory and the bidder's security plan will be scored. Individual components of the security plan are scored in a weighted fashion to evaluate how effectively a vendor will be addressing and managing security requirements. Bidder's security plan must meet a minimum acceptable weighted "security" score in order to 'pass' (This is a **Pass/Fail** requirement). The following are the evaluation criteria on which the components of a bidder's security plan will be scored. Specific requirements for each are detailed in Section 2.

- 1) Secure Transmission**
- 2) Systems and Network Security**
- 3) Application Security Requirements**
- 4) Data integrity,**
- 5) Data availability**
- 6) Account management**
- 7) Security Incident Management and Audit Requirements**
- 8) Proprietary Information, Copyright and Software Licensing**
- 9) Data Confidentiality**

1.2.

When the contract is for management and maintenance of an existing system, NYSDOH CISO approved

security may already be in place for many of the security components required. Gaps in these requirements within existing components will be the responsibility of the NYSDOH program area unless specified in the RFP. Bidders will have the responsibility to ensure new components are in compliance with the security standards in this document and throughout the RFP, as applicable.

1.3

NYSDOH program area will make it known in the RFP which requirements will be managed by NYSDOH. The vendor should describe measures to address all other security requirements in

this document in their security plan, as well as indicating which will be handled by NYSDOH program area.

For example, if a component of the RFP's network account management and authentication is accomplished using the NYSDOH Health Commerce System (HCS) which is a NYSDOH CISO-approved system, the bidder can specify that particular network authentication requirement is satisfied by NYSDOH. The bidder should include a description of the bidder's understanding of how authentication is being handled and what the bidder's approach is regarding this requirement.

1.4

When the application/system is hosted internally, i.e., within the network of NYSDOH, network security policies will adhere to NYSDOH infrastructure as defined in Section 2.2.3 of this document, NYSDOH Network Configuration Policy. NYSDOH CISO performs vulnerability scans as required on internally hosted systems using standard approved tools. Vulnerabilities are expected to be corrected in a timely manner, with critical vulnerabilities fixed quickly. Bidder will work with the NYSDOH program area and/or CISO during security assessment, vulnerability fixes, and security testing.

NYSDOH web server capabilities are utilized if the systems and applications are hosted inside NYSDOH network. This includes but is not limited to centralized single sign on via NYSDOH HCS. These capabilities include but are not limited to:

- (a) Ability to scale to large number of users
- (b) Providing Data Integrity
- (c) Providing for security of the data
- (d) Built in audit capabilities
- (e) Providing point in time recovery
- (f) Providing back up and recovery capabilities
- (g) Providing logging information for back up, recovery and auditing
- (h) Providing support for large objects (blobs, etc)
- (i) Providing support for clustering and load balancing
- (j) Providing SSL connectivity
- (k) Providing data confidentiality
- (l) Providing data availability near 24/7/365 if required and arranged for.
- (m) Compliance with all NYSDOH security policies

If necessary and if it is applicable to this RFP, bidder can obtain more information on NYSDOH web server capabilities by contacting the NYSDOH contact person for this RFP.

If the system is to be hosted internally within NYSDOH, the bidder and NYSDOH program area will work with NYSDOH ISHSG system and network staff to ensure adequate services and capabilities exist for the proposed system. Program area will be responsible for funding additional services as needed and may pass this requirement to bidders in their RFP.

1.5

When the systems (databases, files, data, networks, and/or applications) are hosted outside NYSDOH network (i.e., hosted externally), bidder must satisfy all requirements detailed below:

1.5.1. Bidder will ensure that network and host security is defined and in accordance with

NYSDOH Network Configuration Policy (section 2.2.3).

1.5.2 Bidder will document in the form of schematics and / or diagrams the network layout of the system in accordance with the Network Configuration Policy and document how security will be performed. Bidder must present their network plan to NYSDOH CISO for review during development and again just prior to production. This should include diagrams with servers clearly labeled. The plan should clearly explain bidder's networking security policy (which can be included as an appendix to bidder's plan), and should clearly describe how vulnerability scans and other on-going security measures will be implemented including frequency of security measures and tests.

1.5.3. Bidder will seek and receive NYSDOH CISO approval for the design, and will share all details of all components of the system and have all security components reviewed by NYSDOH CISO.

1.5.4. Any changes to the approved network layout must be reviewed and approved by NYSDOH CISO for continued compliance with NYSDOH network standards.

1.5.5 Bidder will document for NYSDOH CISO review and approval of how sessions are established.

1.5.6. Bidder will ensure that when user sessions for an application or network connection terminate, either normally or abnormally, all related network sessions will also terminate.

1.5.7. Bidder will ensure that their network is eavesdrop-proof through the use of technologies including but not limited to secure hubs and/or switches. Wireless networks must use WPA2 or higher encryption, they must not broadcast SSIDs and they must ensure only authorized hosts can connect to the WLAN. Wireless may not be used for secure private e-commerce or external class networks as defined in the Network Configuration Policy (section 2.2.3).

1.5.8. Bidder will ensure that the information, including system(s) will be isolated from other networks via secured network devices such as firewalls and/or state-full routers, including but not limited to other technologies that allow such isolated networks.

1.5.9. Bidder ensures that devices to be used during the scope of work as defined within this RFP are protected by packet-filtering firewalls and/or firewall-grade routers.

1.5.10. Bidder ensures that all devices that are defined within the scope of work in this RFP are operated utilizing robust operating systems and hardened against attack. Hardening includes and is not limited to OS patch management, software patch management and removing unnecessary services where applicable. Bidder must comply with security modules as described in http://www.cert.org/tech_tips/

1.5.11. Bidder ensures that periodic network vulnerability scans and tests be performed. These scans and/or tests should include and not be limited to open ports scans and network intrusion detection. Bidder needs to address this requirement within the security plan, and the plan will be reviewed by NYSDOH CISO. For externally hosted systems, bidder needs to specify tools that will be used for vulnerability scans in the security assessment section. Within NYSDOH managed (internally hosted) networks, standard tools are used in systems like the Health Commerce System (HCS), and these tools were approved by NYSDOH CISO. Similar standard tools must be used by the bidder for scanning in externally hosted systems as well, and these tools will be

reviewed for acceptability by NYSDOH CISO. After review, NYSDOH CISO must approve the tools that the bidder plans to use for vulnerability scanning. Bidders can request NYSDOH for the names of the scanning tools used in NYSDOH internally hosted applications/systems, if required. NYSDOH CISO reserves the right to run periodic vulnerability scans and review reports from scans as needed. Scans and tests will be performed prior to being implemented on production networks and after software or operating systems or configuration changes are made. Bidder agrees to provide all source code for periodic review by NYSDOH CISO. Bidder is contractually obligated to fix critical vulnerabilities identified during scans and follow NYSDOH CISO's security recommendations. Scans and test must be performed at least annually and more frequently for critical and/or high-risk systems, such as those exposed to external users and/or the Internet. Scan frequencies should be defined within the scope of work.

1.5.12. All hardware, networking components, physical devices and software related to the scope of this RFP are to be protected by the bidder and no unauthorized person should be able to access these hardware and software components. Bidder is responsible for preventing any intrusion and unauthorized accesses as well as reporting any incidences to the NYSDOH CISO as they occur.

1.5.13. Bidder will describe and document the steps to physically secure the location of servers or workstations that will contain applications, source code and/or databases used during the length of this contract as described in this RFP. Bidder will describe and document how all these physical devices are protected.

1.5.14. Bidder will describe, document and perform periodic back-ups of data, databases, software, applications including and not limited to source code of anything defined within the scope of this RFP. Bidders are encouraged to address backup security, including the use to encryption of backup media.

1.5.15. Systems hosted outside NYSDOH-managed networks, including all hardware, software, networking components, applications, data, etc, must have the same level of security as that of systems hosted within NYSDOH networks. Some of the capabilities of servers hosted internally are highlighted in the section 1.4. Bidder needs to do periodic reviews and keep externally hosted system up to date to meet all security requirements. Bidder needs to work with NYSDOH CISO in making sure that the externally hosted system is at least as secure as NYSDOH-internally hosted systems. NYSDOH CISO reserves the right to review if bidder's externally hosted system is secure and if it satisfies NYSDOH security requirements completely.

1.5.16. Periodically NYSDOH may update security policies pertaining to systems hosted externally. NYSDOH will make updated standards and polices available to the bidder.

2. SECURITY REQUIREMENTS

2.1 SECURE TRANSMISSION

Bidders need to follow these requirements whenever computer systems are used and data is transmitted electronically.

2.1.1. All information transfers must be secure from point to point as outlined in this section commensurate with data.

2.1.2. No sensitive or confidential information, current, historical, archived files or other information, will be allowed via unencrypted email.

2.1.3 Information transmission must be commensurate with sensitivity and confidentiality of the data. This secure transmission policy applies to all sensitive and confidential information and bidders must include details on how secure transmission is addressed, in their Security Plan.

2.1.4. Appropriate measures to protect information during transmission must be in place. These include but are not limited to: use of data encryption, and/or using transmission headers, checksums, digital signatures and control totals.

2.1.5. Assurance must exist in the security plan that information classified as “confidential” (as defined in this RFP, in HIPAA, NYSDOH policies related to data classification, and/or other NYS Laws and Regulations) must not be transmitted across an open or insecure network unless it is encrypted.

2.1.6. Encryption implementations must be approved by NYSDOH CISO before being utilized. The management of encryption keys and mechanisms must be planned and must conform to NYSDOH standards of encryption management agreed upon with NYSDOH CISO.

2.1.7. Proprietary encryption algorithms used will provide supplemental security only and will not be the sole source of encryption security. All information stored is to be encrypted using above average encryption strength (currently 128-bit for data in motion) except where the information is required for basic system operation and encryption beyond industry-standard levels is not available.

2.2 SYSTEMS AND NETWORK SECURITY

2.2.1 Server Requirements

Security requirements for server(s) used during the length of this RFP/Contract are included but not limited to what is outlined in this section.

All information must be stored on appropriately secured servers, as required in Section 2.2.3, Network Configuration Policy, and they need to have appropriate level of access control.

Systems used in the course of this contract must have appropriate physical controls and be described in the Security Plan.

NYSDOH uses and maintains anti-virus software to ensure virus and anti-malware protection steps are in place to ensure safe operation of the network(s). Bidder's approach towards this should be included in the security plan. NYSDOH CISO reserves the right to review the virus protection solution and make recommendations to ensure proper virus protection/prevention.

2.2.2 Remote Access Control

2.2.2.1. All systems and applications that connect remotely to NYSDOH systems or networks used by NYSDOH System, whether hosted internally or externally, must be approved in writing by NYSDOH CISO.

2.2.2.2. All remote access must be logged at all times, including the ability to produce documentation and justification for any lapses in logging.

2.2.2.3. The use of modems attached to any permanently network-connected device is not allowed unless approved in writing by NYSDOH CISO.

2.2.3 Network Configuration Policy

An organization or Internet domain may contain several types of networks. Each type of network provides different methods of risk reduction, depending on the network access needs. Below is a basic definition of acceptable network configurations.

All networks:

- Eavesdrop-proof through use of secure hubs and/or switches
- Isolated from other networks via secured network devices such as firewalls and/or state-full routers
- Logging of all successful and failed attempts should occur at all network perimeter devices
- Logs should be stored on protected hosts
- Logs should be reviewed at least every business day
- Hosts must comply with security modules as described in http://www.cert.org/tech_tips/
- Network users and administrators must receive security awareness training

Untrusted networks:

Definition: A network outside of the direct, immediate control of the organization.

Example: Internet

Requirements:

- Only firewalls and/or firewall-grade router devices should reside on an untrusted network
- Management of devices on an untrusted network must be via a trusted connection to the device

External networks:

Definition: servers that require unauthenticated access from untrusted networks, such as the Internet.

Example: Network containing public web or mail servers

- No client (user) machines should reside on an external network
- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices must run robust operating systems and be hardened against attack. Hardening includes loading of all applicable patches as they're released and removing unneeded services
- No confidential or sensitive information may be stored, either temporarily or permanently, on any devices on this network except as needed for fundamental system operation and then only if encrypted (/etc/shadow, for example).
- Network logs should be archived for a least 6 months
- Application logging should be activated wherever possible and reviewed at least every business day.
- Inbound and outbound connectivity should be limited to needed services* but may go to and come from any type of network
- Authentication systems must be centrally managed

E-commerce networks:

Definition: Servers that provide authenticated access from untrusted networks, such as the Internet.

Example: Networks used to transact confidential information with clients and/or partners

- No client (user) machines should reside on an e-commerce network

- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices must run robust operating systems and be hardened against attack. Hardening includes loading of all applicable patches as they're released and removing unneeded services
- Network logs should be archived for a least 6 months
- Application logging must be activated where ever possible and reviewed at least every business day
- Confidential or sensitive information stored on devices in this network must be secured independently from network access security control (for example, separate password files) where ever possible
- Confidential or sensitive information stored on devices in this network must be encrypted using above-average encryption strength (currently 128-bit) except where the information is required for basic system operation and encryption beyond industry-standard levels (currently 56-bit) is not available (example: /etc/shadow)
- Confidential or sensitive information transferred to or across untrusted networks must be encrypted
- System and application standards designed to protect the systems, applications and network must be established by the system administrators
- Access to systems must be limited to needed parties and must be approved, where applicable, by data owners
- Inbound and outbound connectivity should be limited to needed services**
- Inbound connectivity from untrusted networks must be authenticated. Authentication must be encrypted to industry-standard levels (at least 56-bit at time of writing).
- Authentication systems must be centrally managed

Private networks:

Definition: Internal network which hosts users and internal-only applications and servers

Example: Corporate intranet

- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices should be maintained in a secure state.
- An automated virus-protect solution must be in operation
- Network logs should be archived for a least 6 months
- Application logging should be activated wherever possible and frequently reviewed by the individual(s) responsible for the application.
- Access to systems must be limited to needed parties and must be approved, where applicable, by data owners
- No inbound connectivity from untrusted networks is permitted
- Inbound connectivity from e-commerce networks is permitted provided the private network devices run robust operating systems and hardened against attack. Hardening includes loading of all applicable patches as they're released and removing unneeded services. The needed services cannot provide access beyond the scope of the need. **
- Outbound connectivity should be limited to only to needed services**
- Authentication is required for access to confidential or sensitive information. This includes information temporarily or permanently stored on PCs or other single-user devices

Secured private networks:

Definition: Servers that hold the organizations most sensitive information and are secured from all other types of networks

Example: Network containing database servers containing credit card or patient-identifying data

- No client (user) machines should reside on a secured private network
- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices must run robust operating systems and be hardened against attack. Hardening includes loading of all applicable patches as they're released and removing unneeded services
- Network logs should be archived for a least 6 months
- Application logging must be activated where ever possible and reviewed at least every business day
- Confidential or sensitive information stored on devices in this network must be secured independently from network access security control (for example, separate password files) where ever possible
- System and application standards designed to protect the systems, applications and network must be established by the system administrators
- Access to systems must be limited to needed parties and must be approved, where applicable, by data owners
- Inbound and outbound connectivity should be limited to needed services**
- No inbound connectivity from or through untrusted networks is permitted.
- Authentication systems must be centrally managed

Recommended Best Practices:

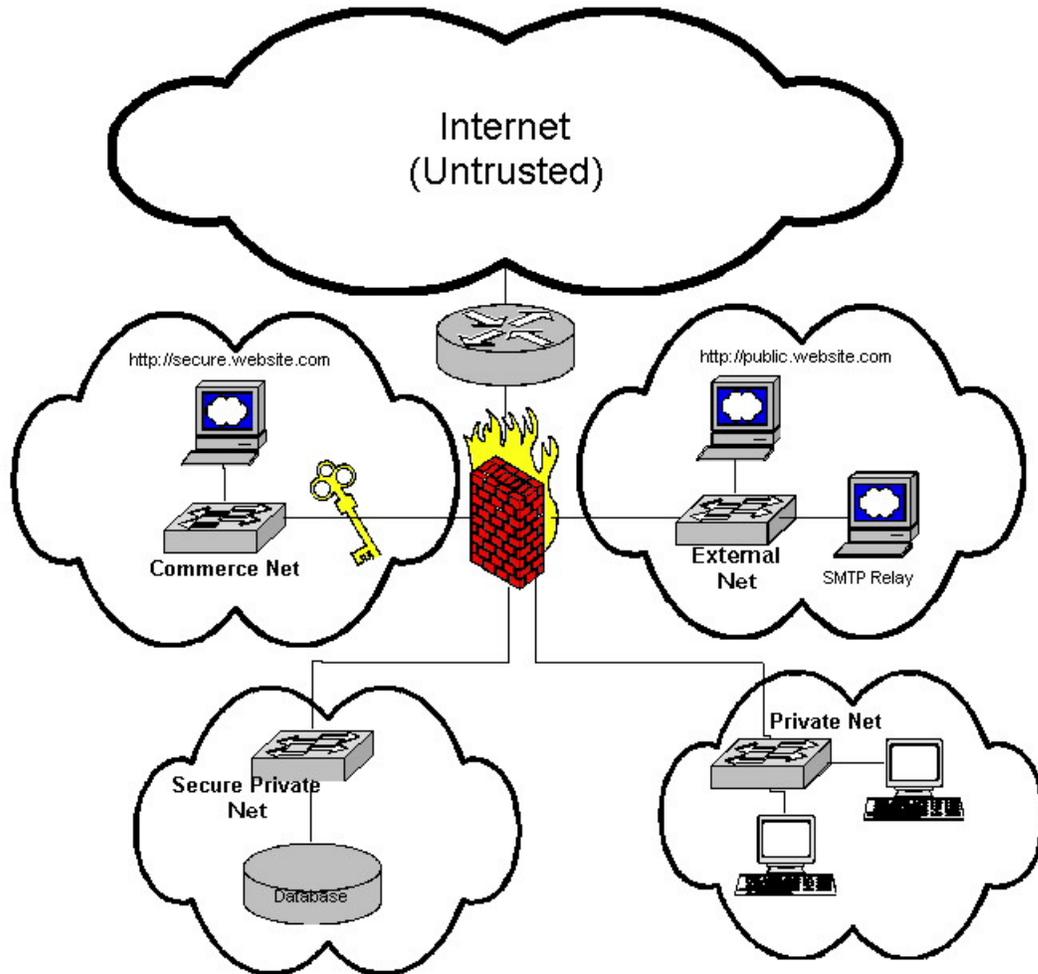
- Network Intrusion Detection Systems be deployed at strategic locations
- Network Mapping/Scanning be done at regular intervals to detect vulnerabilities

NYSDOH Auditing

- Network administrators must provide written confirmation of policy compliance prior to full production implementation and quarterly thereafter. This attestation must be supported by detailed network descriptions, which address the related policy aspects
- NYSDOH Security Office will be provided secure shell (SSH) access to at least one device in each network. The account must have privilege to create network sockets
- NYSDOH Security Office reserves the right to conduct on-site inspection of network infrastructure for the purpose of policy compliance verification
- Modifications to these auditing requirements may be negotiated but should not be assumed.

**** DOH Security Unit will perform the risk benefit analysis prior to approval and deployment of services.**

NYSDOH Network Configuration Policy Diagram



2.3 APPLICATION SECURITY REQUIREMENTS

Systems and application development must comply with NYSDOH security policies outlined in this document. When new application code is developed, contractor needs to document the security within their Software Development Life Cycle (SDLC) methodology. The NYSDOH CISO reserves the right to review the development plan and may apply additional requirements for promotion of applications.

NYSDOH CISO review and approval do not apply to emergency code fixes that need to be done during production emergencies, however NYSDOH program area staff is required to notify the NYSDOH CISO immediately when emergency fixes are applied and must work to correct any vulnerabilities discovered in these updates in a timely manner. Any new or updated application code is still expected to go through NYSDOH CISO periodic application security scanning and vulnerabilities must be corrected as specified by NYSDOH CISO in consultation with DOH management.

Applications will be scanned for security vulnerabilities by NYSDOH CISO. Periodically, the NYSDOH CISO may request a copy of the current software source code for its own internal security testing, archiving or other purposes. The winning bidder is expected to work with the NYSDOH CISO to manage security assessment and fix critical vulnerabilities that may jeopardize the security of the system, as specified by NYSDOH CISO and DOH program area. Bidders need to describe in their security plans, what their responsibilities regarding security testing and fixing of critical security vulnerabilities will be.

2.3.1. Testing

Application security tests, reviews and audits must be conducted regularly to evaluate the security of systems and applications. Applications must be tested for vulnerabilities prior to promotion to production. Issues must be identified and rectified as found. When changes are made to related software or applications, testing will be performed again to ensure NYSDOH compliance.

2.3.1.1. Bidder needs to describe their proposed security testing procedures and include contractor's responsibilities for security testing in their security plan. Contractors working with systems on NYSDOH-managed networks are encouraged to use the source code analysis and application security scanning tools managed by the NYSDOH CISO, but may specify alternatives. Alternatives must be approved by NYSDOH CISO.

2.3.1.2. External application testing platforms, if currently in use, as well as software source code testing platforms that are used must be included in the security plan along with a description of the level of bidder's expertise in using these tools.

2.3.2.3. Use of live data for testing purposes: At no time should any application testing be performed on live data. Where ever possible, testing should be created to mimic live data but not contain any live information. Simulation of live data is suggested.

2.3.2. Application vulnerability areas include the following and should be addressed in your Security Plan as applicable.

2.3.2.1. Input Validation: ensure that all input validation be achieved in a manner to prevent any malicious requests or code from being processed.

2.3.2.2 Output Validation: ensure that all data retrieved from inter process operations has been appropriately validated.

2.3.2.3. Type Checking: Ensure that all data retrieved from inter process operations, including screen input, has been validated for the expected data type.

2.3.2.4. Bounds Checking: ensure that all variables be bounded by the length they are designed to be. This is a critical and integral part of Input Validation.

2.3.2.5. Writing Directly to a File: ensure that at no time any sensitive information be written to any external files (text or otherwise) except to log files, unless approved by the NYSDOH CISO. This includes sensitive information and includes any external files used within the application on a temporary basis.

2.3.2.6. URL Passed Variables: ensure that variables will not be passed via a URL or are subjected to a high standard for Input Validation. Wherever possible, internal session

variables should be used and only session reference given.

2.3.2.7. Caching SSL Pages: ensure all feasible precautions are taken to ensure that any cached SSL pages be removed upon exiting of the browser and/or the website.

2.3.2.8. Hidden Form Variables: ensure use of hidden form fields is limited; treat these fields with the same limited trust as other form fields and validate data provided in these fields as such.

2.3.2.9. Cookies: ensure that any cookies required for any and all web based applications will expire upon completion of the application. No cookies should be allowed to remain for an indefinite period of time. A Maximum Auth Cookie timeout will be required. Cookie values received from the client should be validated as with all other input. Authorization cookies must have an expiration time and comply with NYS Cyber Security Policy P03-002.

2.3.2.10. Tool Sets and External Code: ensure that at no time, freely available modules or programs (example: freeware, downloadable scripts, applications or modules) will be used during the scope of the RFP/Contract unless they have been thoroughly tested for application security vulnerabilities and concerns, and/or were approved by NYSDOH CISO. The source code of this program, module or tool must be available for application security scans. If the source code is unavailable, then this module, program or tool should not be included into any application or part of this RFP/Contract. Use of code, modules and/or programs obtained from external sources must be in compliance with licenses agreements.

2.3.2.11. Configuration Files: ensure that no external configuration files will contain sensitive information including but not limited to clear-text user names and/or passwords. Encrypted configuration files and/or use of encrypted values within clear-text files are permitted.

2.3.3. Application Logging: Logs should be reviewed for application security at least each business day and critical issues should be escalated as required by NYSDOH policy and procedures and/or other applicable legal requirements.

2.3.4. Databases: ensure that all connections to any and all databases be secure, including but not limited to restricting connections to said databases from authorized applications, hosts, networks and users.

2.3.5. Database Queries: ensure that all database queries are secure, run by authorized users and application(s). Queries should be stored procedures wherever possible. At no time should input data be passed to the database without appropriate validation.

2.3.6. Writing to Screen including error messages: ensure all feasible precautions are taken to ensure that all error messages are benign and reveal no extra systems information. This includes abend or stack trace errors or any other information displayed that could be used in a malicious way against an application or system. A generic error message should be used at all times.

2.3.7. NYSDOH encourages scanning application source code for security vulnerabilities on a regular basis and addressing vulnerabilities as discovered. Contractors are expected to address critical findings on a regular/ongoing basis.

2.3.8. NYSDOH CISO will conduct periodic reviews of adherence to application security policies, test procedures, guidelines and standards. The NYSDOH CISO and the contractor will work together towards achieving as vulnerability free an outcome of the scan as possible.

2.3.9. All applications must be tested for vulnerabilities prior to promotion into production. Results must be cleared with NYSDOH CISO. NYSDOH CISO approval is required prior to promotion into production.

2.4. Data Integrity

Data integrity is an integral part of any application or system. The Security Plan must include specific details related to preserving the integrity of data maintained in the system.

No unauthorized person or process shall be allowed to update data or in any way impact data integrity. Account management requirements should be satisfied completely. Account management is detailed in 2.6.

The following should be explained in the Security Plan:

- 2.4.1. Explain how the integrity of all information sources within the scope of this RFP is maintained.
- 2.4.2. Explain how authorization required for all production system input, is accomplished and tracked as appropriate.
- 2.4.3. Explain how the system is free from risks of undetected changes.
- 2.4.4 Explain how integrity of data is maintained on network systems. For internally hosted (NYSDOH) systems, NYSDOH runs periodic network scans and tests to help ensure the integrity of data and network systems.
- 2.4.5 Explain how a secure environment for the Source Code of any software defined as part of this RFP will be maintained.
- 2.4.6. Explain how the risks that data input could contain malicious exploits, such as file uploads, will be detected, mitigated and handled.

2.5. Data Availability

Data must be available to the degree specified in the RFP. The Security Plan must clearly describe the plan for ensuring Business Continuity, Disaster Recovery and Data Availability and the requirements/needs around each.

Data should be recoverable from backups when required. Measures must be in place to mitigate data loss. The security plan must specify the backup requirements, who is responsible for each component, how this will be achieved and how it will be verified, including the transfer of recent copies of backups to a physically and environmentally secure off-site storage location, if applicable.

Backup procedures and practices should be monitored regularly and any back up failures should be corrected immediately. Testing the backups should be done regularly to determine if data files and programs can be recovered. All recovery of information from back up and restoration procedures should be documented and appropriate staff well trained for executing successful recoveries during disasters and during situations of data loss.

Backup procedures and practices must comply with all security requirements included in this document, including data integrity and security of data transmission and access controls.

2.6. Account Management

Account management must be described in the security plan. This must address the requirements listed below which are found in NYS Cyber Security Policy P03-002 Part 10, Access Control Policy. This can be found at www.cscic.state.ny.us/lib/policies. It is the bidder's responsibility to obtain a copy of this policy. NYSDOH CISO reserves the right to review and approve the account management process.

Data systems hosted within NYSDOH's networks and made available to external entities must utilize the NYSDOH's existing account systems for at least primary authentication unless explicitly approved by NYSDOH CISO. Data systems to be hosted outside the NYSDOH's networks are encouraged to use these systems as well, however, vendor proposals must include plans to secure the inter-network communications and ensure security of this configuration. Vendors are welcome to use additional authentication and/or authorization controls but must document the need for such and provide details related to account management as described in this section. Access management systems different from standard approved NYSDOH systems, such as Healthcom Commerce System (HCS), must be reviewed and approved by the NYSDOH CISO.

2.6.1. Access to NYSDOH information systems residing within NYSDOH networks (internal) and networks outside NYSDOH networks (external) must be managed to preserve the properties of integrity, confidentiality and availability. NYSDOH's information assets will be protected by appropriate logical and physical access control mechanisms commensurate with the value, sensitivity, consequences of loss or compromise, legal requirements and ease of recovery of these assets.

2.6.2. Information owners are responsible for determining who should have access to protected resources within their jurisdiction, and what those access privileges will be (read, update, delete, etc.). These access privileges will be granted in accordance with the user's job responsibilities. Workforce members must not be allowed access to NYSDOH information systems until properly authorized.

2.6.3. Only appropriate information owners or their delegates will make authorized requests for the registration and granting of access rights for personnel onto NYSDOH systems. As such, information owners and delegates must be formally designated, approved by management and documented. NYSDOH CISO reserves the right to review the authorization process implemented.

2.6.4. A user management and access tracking process shall be established and documented to outline and identify all functions of user management Standards and procedures must exist for account management in accordance with NYS Cyber Security Policy P03-002 which include:

- a. Account provisioning, updating, de-provisioning and distribution (including, user identity verification, enrolling new users, deleting users and reviewing users)
- b. Authorization assignment and revocation
- c. Privileged account management (including granting, removing and periodic review)
- d. Authentication token (such as password) management (including reset) and distribution, including user identification procedures
- e. Access by third parties, such as sub-contractors, and vendors

2.6.5. Privileged user-ids must not give any indication of the user's privilege level, e.g., supervisor, manager, administrator. These individuals should also have a second user-id when performing normal non-privileged business activities, such as, accessing the email system. Where technically feasible, default administrator accounts must be renamed, removed or disabled. The default passwords for these accounts must be changed if the account is retained, even if the account is renamed or disabled.

2.6.6. For applications that interact with individuals that are not employed by NYSDOH, the information owner is responsible for ensuring an appropriate user management process is implemented. Standards for the registration of such external users must be defined, to include the credentials that must be provided to prove the identity of the user requesting registration, validation of the request and the scope of access that may be provided. These standards will be reviewed and approved by NYSDOH CISO. Guidelines given in "Identity and Access Management: Trust Model" (found at www.oft.state.ny.us) should be followed.

2.6.7. Logon banners are implemented where that feature exists to inform all users that the system is for NYSDOH business or other approved use consistent with NYSDOH policy, and that user activities may be monitored and the user should have no expectation of privacy. Logon banners are usually presented during the authentication process.

The standard approved NYSDOH banner is "Use of NYS Department of Health computers and related resources is restricted solely to the conduct of NYSDOH business. User IDs and passwords assigned to an individual are the responsibility of that individual and may not be shared with others. Compromise of user IDs and passwords to department computers must be immediately reported to NYSDOH CISO. Personal and unauthorized usage is prohibited unless stated otherwise by NYSDOH policy." Where not technically feasible due to length, the following legal notice may be used: "NYSDOH use only and subject to monitoring".

If possible, the notice should appear prior to authentication. If this is not possible, the notice should appear immediately after authentication.

2.6.8. Password Management

2.6.8.1. Passwords are a common means of authenticating a user's identity to access an information system or service. Password standards must be implemented to ensure all authorized individuals accessing NYSDOH resources follow proven password management practices. These password rules must be mandated by automated system controls whenever possible unless explicitly approved otherwise by NYSDOH CISO. These password best practices include but are not limited to:

- a. passwords must not be stored in clear text;
- b. use passwords that are not easily guessed or subject to disclosure through a dictionary attack;
- c. passwords must be kept confidential and not shared;
- d. passwords must be changed at regular intervals with a maximum expiration of 90 days;
- e. change temporary passwords at the first logon;
- f. when technology permits, passwords must contain a mix of alphabetic, numeric, special, and upper/lower case characters and be a minimum of 8 characters;
- g. do not include passwords in any automated logon process (e.g., stored in a macro or function key, web browser or in application code)

2.6.8.2. To ensure good password management, password standards must be implemented on all platforms when technically feasible. Contractor's adherence to password management practices will be reviewed by NYSDOH CISO.

2.7 Security Incident Management and Audit Requirements

NYSDOH CISO reserves the right to review, evaluate and audit for security compliance any component of the system described in this RFP to assess if security requirements are being followed. The NYSDOH CISO reserves the right to coordinate and/or conduct security assessments and will discuss outcomes of security scanning with the program area and/or contractor to work towards fixing critical security vulnerabilities.

The security plan will include specifics on the bidder's approach of how these audit requirements will be accomplished taking into account items listed below:

2.7.1. System Logs must be available for the NYSDOH CISO to review and/or document how these will be reviewed on a periodic, ongoing basis.

2.7.2. Logs must be reviewed and documented every business day at least once every 24 hours. Assurance must be provided to certify the system is in conformance to Section 2.2.3 NYSDOH Network Configuration Policy of this document.

2.7.3. Systems must be monitored and when thresholds of specific security related events are reached NYSDOH must be notified. All suspicious or unusual events will be reported to the NYSDOH program area who will in turn notify the NYSDOH CISO of possible security incidents within 24 hours of discovery. Bidder's approach towards meeting the addressing of the requirement to monitor and detect security events and to execute proper responses to those events should be included in the security plan for evaluation and scoring.

2.7.4. Security Systems must be in place to record all security related events in an audit log. Where applications maintain their own authentication and/or authorization controls, the application must also maintain its own logs of authorized access privileges and unauthorized attempts at access. Account management requirements, outlined in 2.6, need to be followed. Typically these events include:

- a) Valid and invalid user authentication attempts
- b) Log on and activity of privileged users
- c) Successful access to security system details
- d) Access to resources outside normal hours
- e) Changes to user security profiles
- f) Changes to access rights of resources
- g) Changes to system security configuration

2.7.5. Audit logs including logging analysis tools, systems and outputs, must be managed and stored in a secure manner to ensure their integrity. No unauthorized access should be permitted. At no time should anyone have access to change a log file. No logs may be altered in anyway.

2.7.6. All Security Logs should be archived for at least 6 months, unless directed by other laws and/or regulations.

2.7.7. All users and administrators who are in relation to the scope of work as defined within this RFP must receive periodic security awareness training and are qualified to be working in a secure environment. Any updates to NYSDOH security policies should be communicated to these users and administrators.

2.7.8. All logs are to be made available to NYDOH CISO on an as needed or predetermined schedule for review.

2.7.9. A list of what software used in components of this RFP needs to be maintained and provided as required by NYSDOH CISO. NYSDOH CISO reserves the right to audit and review lists of software added and inspect code and assess compliance of security requirements. NYSDOH CISO may require code found to cause significant risk to NYSDOH be removed.

2.8 Proprietary Information, Copyright and Software Licensing

2.8.1. Software licenses must be reviewed on a periodic basis and the results must be reported to NYSDOH CISO to ensure that the terms of software licenses are being complied with.

2.8.2. Any unauthorized software is to be isolated and access disabled.

2.8.3. Appropriate licenses for any products provided as part of this RFP must exist. Licenses purchased under this contract are owned by NYSDOH.

2.8.4. The copying of software other than for legitimate backup purposes is strictly forbidden and may subject contractor to punitive damages and or cancellation of contract.

2.8.5. Any software including software developed, maintained, acquired or in any other way created during the length of this contract is the expressed property of the NYSDOH and can not be used for any other reason than its intended use without prior approval of NYSDOH.

2.8.6. Contractor at the end of the contract will return to the NYSDOH any and all material and remove from their server(s) and/or any other forms of storage, etc. any and all information pertaining to this contract. The information shared during the length of this contract remains the property of the NYSDOH and will remain so even after this contract has expired.

2.8.7. Especially in the case of sensitive or confidential information, Contractor will ensure that all information at the expiration of this contract will be destroyed and documented as such. Documentation is to be supplied after all information is handed back to the NYSDOH and or subsequent contractor(s).

2.8.8. All media, not owned and maintained by NYSDOH, must be securely erased or rendered unreadable before disposal as approved by NYSDOH CISO. Storage media must be sanitized at or above US Department of Defense standards at the end of contract after information is migrated to the NYSDOH and or the successor of this contract.

2.9 Data Confidentiality

The Security Plan must provide data confidentiality and integrity assurances through technologies including but not limited to field-level encryption, file level encryption and/or strong ACL controls. Contractor agrees that information stored is to be encrypted using above average encryption strength (with 1024-bit or above) except where the information is required for basic system

operation and encryption beyond industry-standard levels is not available.

3. Updates to Policies

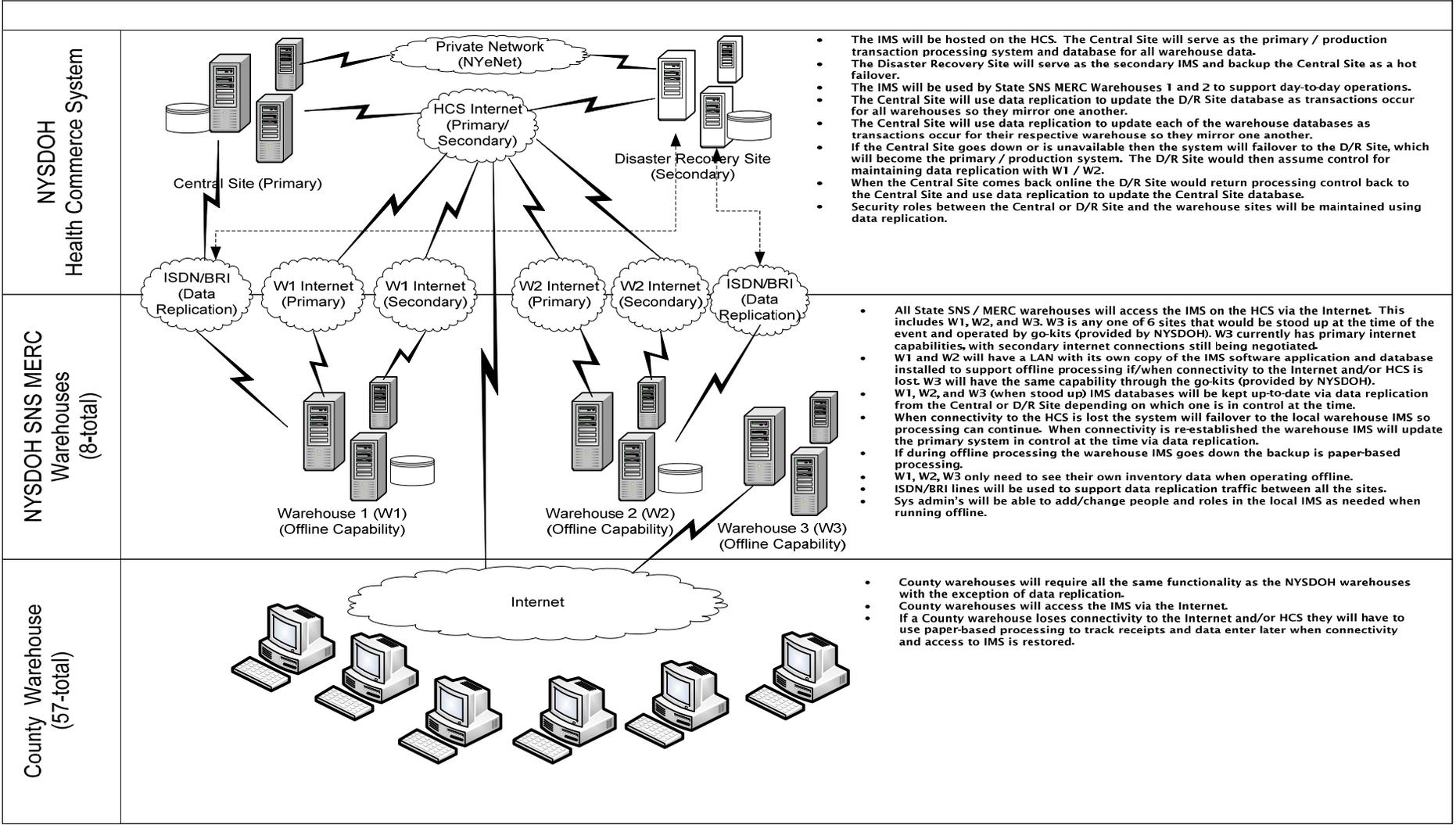
The standards, guidelines and policies described in this document will be revised periodically. Changes to policies will be included in change management or during re-bid. NYSDOH will notify of updates and changes to security policies.

References:

- 1 – NYS Cyber Security Policy P03-002 www.cscic.state.ny.us/lib/policies
- 2 - Health Insurance Portability Accountability Act (HIPAA)
- 3 - http://www.cert.org/tech_tips

ATTACHMENT 4

<NYSDOH Proposed IMS Architecture Model>



Attachment 5

Health Commerce System (HCS) Application Requirements

- No windows servers in our environment, therefore every application must run on a unix server.
- If web based, it must run on one of our Web Application Servers (BEA Web logic)
- If there is any customization or maintenance, it must be
 - o Java
 - o Run as a struts application
 - o Model View Controller standard (MVC Model)
 - o Or else some other MVC structure code
- If just plug and play ...
 - o A meeting must be arranged to determine how security would be handled within the program or else use the commerce process.
 - receive a cookie
 - process the cookie
 - o It should have the potential to be clustered so it can run on multiple machines in case a server drops.
- If it uses a database external to the application it must be either Oracle or Sysbase.
- Security and permissions
 - o IT would be preferred to have them run through commerce structure that receives a cookie that identifies user and the permissions.
 - o Also could prompt for user id and password.
 - o Cookie structure as it exists is available, moving forward there will be SOAP/Web Services as potential alternate means.
- Any software package would have to be stressed tested on the system either by the vendor or our staff to determine the effect it could have on the network.
- Need the software vendor to provide us with a report of required resources.
 - o hard disk space
 - o clustered or not
 - o what are our responsibilities vs. theirs
 - o maximum number of users
 - o average memory usage
 - o suspected growth of space needed
 - o their expectations of our group for providing support
- It must be demonstrated that...
 - o the application is secure
 - o the application is able to receive cookie information and use that information to validate the user and determine their rights and permissions
- The software must be registered as an application and therefore the proper form must be submitted.

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

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

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

NEW YORK STATE
DEPARTMENT OF HEALTH

NO-BID FORM

PROCUREMENT TITLE: _____ FAU # _____

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

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

- Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature) _____
(Date)

(Officer Title) _____
(Telephone)

(e-mail Address)

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

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.

Instructions

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

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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.

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 8. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

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

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

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

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

M/WBE Procurement Forms

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

1. Bidders Proposed M/WBE Utilization Form
2. Minority Owned Business Enterprise Information
3. Women Owned Business Enterprise Information
4. Subcontracting Utilization Form
5. M/WBE Letter of Intent to Participate
6. M/WBE Staffing Plan

New York State Department of Health

BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder Name:	
RFP Title:	RFP Number

Description of Plan to Meet M/WBE Goals

--

PROJECTED M/WBE USAGE

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

New York State Department of Health

**MINORITY OWNED BUSINESS ENTERPRISE (MBE)
INFORMATION**

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

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

New York State Department of Health

**WOMEN OWNED BUSINESS ENTERPRISE (WBE)
INFORMATION**

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

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

**New York State Department of Health
SUBCONTRACTING UTILIZATION FORM**

Agency Contract: _____
 Telephone: _____
 Contract Number: _____ Dollar
 Value: _____
 Date Bid: _____ Date Let: _____ Completion
 Date: _____
 Contract Awardee/Recipient: _____
Name

Address

Telephone

Description of Contract/Project
 Location: _____

Subcontractors Purchase with Majority Vendors:

Participation Goals Anticipated: _____ % MBE _____ % WBE
 Participation Goals Achieved: _____ % MBE _____ % WBE

Subcontractors/Suppliers:

Firm Name and City	Description of Work	Dollar Value	Date of Subcontract	Identify if MBE or WBE or NYS Certified

Contractor's Agreement: My firm proposes to use the MBEs listed on this form

Prepared By: (Signature of Contractor)	Print Contractor's Name:	Telephone #:	Date:
Grant Recipient Affirmative Action Officer Signature (If applicable):			

FOR OFFICE USE ONLY

Reviewed: By:	Date:
M/WBE Firms Certified: _____ Certified: _____	Not

New York State Department of Health

MWBE ONLY

MWBE SUBCONTRACTORS AND SUPPLIERS
LETTER OF INTENT TO PARTICIPATE

To: _____ Federal ID Number: _____
(Name of Contractor)

Proposal/ Contract Number: _____

Contract Scope of Work: _____

The undersigned intends to perform services or provide material, supplies or equipment
as: _____

Name of MWBE: _____

Address: _____

Federal ID Number: _____

Telephone Number: _____

Designation:

MBE - Subcontractor

WBE - Subcontractor

MBE - Supplier

WBE - Supplier

Joint venture with:

Name: _____

Address: _____

Fed ID Number: _____

MBE

WBE

Are you New York State Certified MWBE? _____ Yes _____ No

The undersigned is prepared to perform the following work or services or supply the following materials, supplies or equipment in connection with the above proposal/contract. (Specify in detail the particular items of work or services to be performed or the materials to be supplied): _____

at the following price: \$ _____

The contractor proposes, and the undersigned agrees to, the following beginning and completion dates for such work.

Date Proposal/ Contract to be started: _____

Date Proposal/ Contract to be Completed: _____

Date Supplies ordered: _____ Delivery Date: _____

The above work will not further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor's execution of a contract with the Office.

Date

Signature of M/WBE Contractor

Printed/Typed Name of M/WBE Contractor

**INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS LETTER OF
INTENT TO PARTICIPATE**

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily-formed business should be indicated.

New York State Department of Health M/WBE STAFFING PLAN

Check applicable categories: Project Staff Consultants
 Subcontractors

Contractor Name _____

Address _____

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

 (Name and Title)

 Date

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

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

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

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

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APPENDIX D
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 of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
 - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
 - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
 - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

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

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

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

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

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of

those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
 - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
6. All subcontracts shall contain provisions specifying:
 - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

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

- b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and
- c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

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

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

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



Contractor Certification

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

ST-220-TD

(6/06)

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

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

General information

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

Need help?



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



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



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

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

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

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



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

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

Make only one entry in each section below.

Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
 : SS.:
COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

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

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. _____



Contractor Certification to Covered Agency

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

ST-220-CA

(6/06)

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

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

(Mark an X in only one box)

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

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

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

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

When to complete this form

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

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

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

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
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Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

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.**