

NEW YORK STATE DEPARTMENT OF HEALTH

A Request for Proposal for

New York State Physician Profile

RFP No. FAU 0903231208

Patient Safety Center

Estimated Schedule of Key Events

RFP Release Date	July 6, 2009
Written Questions Due	July 20, 2009
Letter of Interest Due (Non-Mandatory)	July 20, 2009
Registration for Bidders' Conference	July 20, 2009
Bidders' Conference	July 28, 2009
Response to Written Questions and Questions Received at Bidders' Conference	August 7, 2009
Proposal Due Date	September 11, 2009
Award Announcement	November 16, 2009
Contract Begins	March 1, 2010

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:

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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: July 6, 2009

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

**REQUEST FOR PROPOSALS
PHYSICIAN PROFILING
PSC-01-03**

**Maintaining and Updating
Database and Public Web Site
And
Operation of Call Center**

July 2009

**New York State Department of Health
Office of Health Systems Management
Patient Safety Center
433 River Street, 6th Floor
Troy, New York 12180**

Enclosed for your consideration is a copy of the Request for Proposals (RFP) to maintain and update the New York Physician Profile database for purposes of the public web site and to continue operation of the Physicians' Help Desk and Consumer Call Center. Proposals must be received no later than 5:00 p.m., Friday, September 11, 2009.

Please note the bidders' conference will be held on Tuesday, July 28, 2009 to answer questions regarding the requirements contained in this RFP.

The Department looks forward to your response.

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A. INTRODUCTION

1. Purpose And Principles Of Request For Proposals (RFP)

Effective January 1, 2002, New York's Physician Profile became available via the Department's public web site at www.nyhealth.gov, as well as www.nydoctorprofile.com. In addition, a toll-free Call Center became operational on January 1, 2002 to assist both consumers and physicians in addressing questions regarding the Profile. The current contract to operate and maintain the New York Physician Profile and Call Center expires November 30, 2009. This Request for Proposals solicits proposals for maintenance of existing systems and data collection on behalf of the New York State Department of Health necessary for ongoing support of the New York Physician Profile pertaining to approximately 84,000 physicians licensed and registered to practice medicine in New York State, as set forth under Sections 2995-a and 2999 of Title 1 of the Patient Health Information and Quality Improvement Act of 2000 (Attachment 17). The Contractor must continue to make physician profiles available to the public via a public web site and to support a toll-free Call Center to respond to physician and consumer inquiries and requests for hard copies.

The Department is seeking a three-year contract with the right to extend the contract each of two additional years. The Department of Health will work closely with the Contractor on all aspects of the services to be delivered. The Department is soliciting the services of a qualified Contractor and Subcontractor, if necessary, to:

- Operate and maintain existing data collection mechanisms;
- Collect all information necessary for physician profiles on an ongoing basis and utilize appropriate editing and verification methods;
- Provide physicians an opportunity to review profile information before public dissemination;
- Operate and maintain existing warehouse tables from various databases that link to the Physician Profile web site;
- Operate and maintain existing public web site for purposes of public access to profile information; and
- Staff a Call Center to respond to questions regarding profile information as well as provide hard copies upon request for a nominal fee.

The Department will accept proposals from public or private organizations, companies, partnerships, or corporations that are authorized to operate in New York State. Such organization and its

subsidiaries or subcontractors may not be a provider of health care services or be an organization or trade association or be affiliated with or owned by an organization or trade association whose primary business includes representing licensed and registered physicians or any Article 28 licensed provider or health care facility or provider. All potential contractors must demonstrate to the Department that the contractor has no conflict of interest with respect to conducting the duties and responsibilities specified in this RFP.

The Department reserves the right to disqualify any bidder or entity that is not able to sufficiently demonstrate that it is free of any conflict of interest.

2. Patient Health Information And Quality Improvement Act of 2000

The Patient Health Information and Quality Improvement Act of 2000 was signed into law in the fall of 2000 (hereafter referred to as "The Act"). The Act calls for the creation of a statewide health information system designed to collect a wide range of data on health care providers, practitioners and plans and to make such information, including physician profiles, available to the public on an ongoing basis. The Act also establishes a Patient Safety Center within the New York State Department of Health.

3. Purpose Of The Act

The purpose of The Act in creating a statewide health information system is to improve the quality of health care and increase public information about health care providers, practitioners and plans. The purpose of establishing a Patient Safety Center is to maximize patient safety, reduce medical errors, improve the quality of health care by improving systems of data reporting, collection, analysis and dissemination, and to improve public access to health care information.

4. Patient Safety Center

The Patient Safety Center (hereafter referred to as "The Center") has been established as a separate organizational entity within the Department of Health's Office of Health Systems Management (OHSM). As created, the Center has overall responsibility for implementing the provisions of The Act. This responsibility includes the creation of hospital and other provider profiles, as well as the creation of physician profiles and overseeing the Department's efforts at maximizing patient safety.

B. BACKGROUND

Under previously competitively-bid contracts, the Department engaged the services of a Contractor to develop data collection methods and systems necessary to implement and maintain a physician profiling system in New York State. The stages completed under those contracts are briefly summarized in this section. Detailed systems documentation on all stages of the work completed relating to the New York Physician Profile is available for review by potential bidders. Potential bidders must make arrangements to review such documentation by contacting Ms. Marjorie Geiger at the following address: 433 River Street, 6th Floor, Troy, New York 12180. Potential bidders must review such documentation no later than August 3, 2009.

1. Identification of Data Sources

In conjunction with the Department, the primary data source for each profile element (both mandatory and optional) was identified and properly documented. Licensing Agreements and/or arrangements with appropriate data sources to ascertain data were developed and executed.

2. Identification and Development of Data Collection Methods

- All databases from which profile data are drawn and how they are linked were documented.
- Initial Physician Profile Survey was developed and made available in hard copy and electronically, called the Physician's Self-Reporting Physician Profile Survey, via the Department's e-Health Commerce Access System. The hard copy survey must be used to effect data collection of Initial Physician Profile Survey data. Physicians may use the Physician's Self-Reporting Physician Profile Survey to update certain elements of their profile information.
- Systems were designed such that Initial Physician Profile Surveys were pre-populated with non-self reported data from identified primary data sources.
- Initial Survey was designed to serve two functions:
 1. Be the primary source of self-reported data; and
 2. Provide physicians the ability to correct, as necessary, pre-populated Data.
- A Physicians' Help Desk was established to answer questions about the Physician Profile, Initial Profile Survey and Physician's Self-Reporting Web Application.
- Systems to access all physician profile elements and incorporate them into a comprehensive physician profile database were developed.

3. Pre-testing of Self-Reported Data Collection Methods

- Both the Initial Physician Profile Survey and the Physician's Self-Reporting Web Application were pre-tested. Important improvements and enhancements to these data collection methods resulted from the pre-test stage.

4. Data Collection, Entry and Verification

- A pre-meeting notice was sent to physicians informing them of the requirements of the Act, describing the reporting requirements and informing them of the surveys soon to be mailed.
- Surveys were pre-populated, to the extent possible, with information obtained from primary data sources. Such information included: name, address, medical license number, date licensed to practice medicine, medical school(s) attended, residency training, board certification(s), medical malpractice information and Office of Professional Medical Conduct (OPMC) licensee actions.
- Health Provider Network (HPN) applications were mailed to those doctors wishing to update their profile information electronically. These applications were processed and HPN accounts were established.
- Quality assurance protocols and data entry for all returned Initial Physician Profile Surveys were completed.
- Tracking reports regarding the distribution and collection of Initial Physician Profile Surveys as well as the status of data entry of survey information were developed.
- An Oracle Physician Profile database consisting of pre-populated information and self-reported information was created.
- Selected verification activities of profile data were conducted to ensure the accuracy of profile information.

5. Provision of Opportunity to Review and Correct Profile Data

- After self-reported information was entered into the Physician Profile database, every physician received a mailing of his/her profile with an opportunity to review and correct profile data. Corrections were noted by the physician on the Review Copy and returned for entry into the database.
- Over 30,000 second mailings of Review Copies (called Update/Correction copies) were sent to physicians, which depended on the extent of changes that were identified by the physician on the first Review Copy. The changes resulting from the second mailings of Review Copies were entered into the database.
- Separate mailings of medical malpractice information were sent to doctors experiencing medical malpractice payments being awarded to complaining parties on their behalf within the most recent 10-year period. Over 7,000 such mailings were made to physicians to provide

them an opportunity to review and correct their medical malpractice information subject to verification with affected insurers.

6. Creation of Warehouse Tables and Web Site Development

- A documented system that creates warehouse tables for physician profiling that links to the Physician Profile public web site was developed.
- A public web site, designed to meet consumers' needs, was developed based upon comments from both consumers and practitioners.
- The Physician' Profile public web site was designed to empower consumers to improve health care decision-making by being able to search physicians by field of practice, location and hospital admitting privileges.
- Weekly reports regarding public web site usage as well as "downtime" of the Physician Profile public web site were developed and produced.
- New York Physician Profile network architecture was documented; a Disaster Recovery Plan was developed.

7. Establishment and Operation of a Call Center

- Separate toll-free telephone numbers were established for physicians and consumers for purposes of calling the toll-free Call Center.
- Customer Service Representatives (CSRs) were trained for handling calls from both physicians and consumers regarding profiles.
- Individual training modules were developed such that each module focused on a unified area of information. Corresponding lesson plans were prepared for each module containing suggestions as to how to best present each module.
- The New York Physician Profile Call Center was operational during the hours of 8:30 a.m. to 4:45 p.m., Monday through Friday.
- Weekly reports tracking the number and disposition of calls from both physicians and consumers were developed and produced.

8. Maintenance and Updating of Data and Web Site

- On a monthly basis, newly licensed and registered physicians in New York were sent Initial Profile Surveys. Completed Initial Profile Surveys were data entered and subjected to a quality assurance review process. Review Copies were sent to all newly licensed physicians to give them the opportunity to review and correct Initial Profile Survey data. Medical malpractice information, if applicable, was also sent to physicians as a separate mailing.

- Updates to Physician Profile data were received and processed daily. Subsequent to making these updates to the database, Update/Correction Copies were sent to physicians to enable them to make future changes.
- Efforts to obtain surveys from non-respondent physicians were ongoing as were data verification activities to ensure that physicians accurately reported required profile information.
- Periodic updates to the central repository database were made from independent sources of profile information.
- Updates to the Physician Profile public web site were completed from the central repository on a nightly basis. The most recent date each unique profile element was updated was reflected on the public web site and was indicated by the statement "last updated".

C. DETAILED SPECIFICATIONS

All services necessary to be performed by the Contractor are described in this section. All bidders must submit proposals, including Cost Submittal Form (see Attachment 2) and Bid Form (see Attachment 3), that reflects this scope of work.

The Contract resulting from this RFP will include both operational components and system enhancements. The bidder must propose a monthly bid price in addition to the total bid price over the 36-month period for each of the operational components of the work and a total bid price for each component of system enhancements.

The first two months of the 36-month contract period will provide for a takeover period, working with the current Contractor, to transition the operation of the system. The Contractor will begin the monthly billing of the operational components of the contract after the expiration of the 2-month takeover period.

To fully understand what is required to complete the system enhancements as well as operate and maintain the Physician Profile and Call Center, it is strongly recommended that potential bidders review Physician Profile systems documentation at the Physician Profile Documentation Library at the New York State Health Department Office at 433 River Street, 6th Floor, Troy, New York 12180. Arrangements can be made for reviewing such documentation by calling Ms. Marjorie Geiger at (518) 408-1219. Potential bidders must review such documentation by August 3, 2009 and sign the Confidentiality Protocol (see Attachment 20).

Because certain individual physician data must remain confidential and the web-based electronic self-reporting system and public web-site must be maintained in a secure environment, prior to reviewing such systems documentation, all potential bidders must sign a Confidentiality Agreement and Certificate of Nondisclosure to ensure the confidentiality and security of the Physician Profile (Attachment 20).

OPERATIONAL COMPONENTS

There are three major areas of activities that must be performed by the contractor on an ongoing basis to maintain and update the Physician Profile database and public web site. These areas are as follows:

1. Maintaining and updating of the database that includes collection, data entry and verification of information from newly licensed and registered physicians; updating and verifying currently licensed physicians' profile information; and, as necessary, making referrals to the Office of Professional Medical Conduct (OPMC), regarding non-respondent physicians.

2. Maintaining and updating the public web site and the Physician's Self-Reporting Web Application that includes maintaining appropriate security protocols, making daily refreshes to the public web site profile information, maintaining web site performance and producing necessary user and downtime reports; and
3. Operating the Call Center that includes both a Physicians' Help Desk to answer questions or fulfill requests for hard-copy surveys from consumers. Daily phone logs must be carefully maintained and monthly reports summarizing the activities of the Call Center must be produced.

Specific requirements to be completed by the Contractor in each of these three areas are provided below.

1. Maintaining And Updating The Database

- a. The contractor will mail out an Initial Profile Survey (Attachment 18) to all newly licensed and registered physicians in New York State. Initial Profile surveys must be pre-populated with name, address, license number, date licensed to practice medicine in New York State, medical school, graduate medical education, board certification, medical malpractice and New York licensee actions. Accordingly, the contractor will be required to purchase the American Medical Association (AMA) Masterfile and American Osteopathic Association (AOA) database and sign Licensing Agreements with these organizations. The Department will reimburse the Contractor's actual cost of data acquisition from the AMA and AOA, subject to Contractor obtaining best prices available. All other information necessary for pre-populating the Initial Profile Surveys will be provided by The Department. Based upon New York's Physician Profile experience, approximately 4,000 to 6,000 newly licensed and registered physicians in New York State will need to be added to the Profile on an annual basis. On a monthly basis, the Department will provide the contractor updated information on currently licensed and registered physicians in New York State.
- b. Thirty days after the date of the Initial Profile Survey, the Contractor must send a Reminder Letter, signed by the Department of Health, to all non-respondents reminding them that the Initial Profile Survey is due back within 30 days of the date of the Initial Profile Survey mailing. Based upon 2008 experience, approximately 30 - 40 percent of all newly licensed and registered doctors will need a Reminder Letter.
- c. Sixty days after the date of the Initial Profile Survey mailing date, the Contractor must send a Certified Letter, including another copy of the Initial Profile Survey, signed by the Department of Health, to all non-respondents indicating that the Initial Profile Survey is past due. Based upon recent experience, approximately 20 - 30 percent of all

newly licensed and registered doctors will need to be sent a Certified Letter.

- d. Ninety days after the date of the Initial Profile Survey mailing date, the Contractor must send a Certified Letter, signed by the Office of Professional Medical Conduct (OPMC) and include another copy of the Initial Profile Survey, to all non-respondents and provide OPMC a monthly update regarding all physicians sent such a Certified Letter and whose Initial Profile Survey is still outstanding. Based upon recent experience, approximately 5 - 10 percent of all newly licensed and registered doctors will need an OPMC- signed certified letter. The Contractor must submit monthly reports to the Department of Health regarding the number of Initial Profile Surveys, Reminder Letters and Certified Letters sent to physicians.
- e. The Contractor must data enter all information received from the Initial Profile Survey into the Physician Profile database. The Contractor must staff sufficiently such that the backlog of data entry, if any, never exceeds 5 days of most recently received surveys. The Contractor must assume all responsibilities for quality and accuracy of data entry of information received. One hundred percent of all data entries must be verified by the Contractor.

The Contractor must adhere to data verification protocols developed by the Department to verify self-reported information. The Contractor will become a designated agent of the Department for purposes of accessing the National Practitioner Data Bank (NPDB) and Healthcare Integrity and Protection Data Bank (HIPDB). The Department will reimburse the Contractor at cost of data acquisition from such data banks. The Contractor will have to conduct approximately 4,000 to 6,000 inquiries annually to these data banks. Approximately 10 to 15 percent of such inquiries will require a Data Verification Letter to be sent to physicians to resolve apparent reporting discrepancies.

- f. Subsequent to data entry of Initial Profile Survey data, every physician must be given the opportunity to review his/her profile data prior to disclosure on the public website. The contractor must provide **every** physician submitting his/her Initial Profile Survey with a Review Copy for purposes of correcting inaccurate data. Based upon New York's experience, approximately 15-20 percent of physicians return their Review Copy with corrections to their profile data which must be reviewed for accuracy and entered into the Physician Profile database. Every physician returning his/her Review Copy with changes, once the changes are data entered, must receive a final copy of their profile information called the Update/Correction Copy for purposes of making future changes to their profile information. The Contractor will utilize existing information for purposes of public disclosure for physicians not returning their Review Copy within 10 days of mailing. The Contractor must submit monthly reports to the

Department of Health regarding the number of Initial Profile Surveys received, number of Review Copies sent and received and number of Update/Correction Copies sent and received.

- g. Every physician must be given the opportunity to review his/her medical malpractice history and how it will be disclosed on the public web site prior to such public disclosure. Subsequent to receiving a physician's Review Copy, a separate mailing must be sent to physicians having medical malpractice judgments, settlements and/or awards where payments have been awarded to complaining parties within the most recent period. If a physician has 2 or fewer settlements within the most recent 10-year period, the Contractor must afford the physician the opportunity to appeal to the Department concerning whether the settlement is relevant to consumer decision-making. For all publicly discloseable settlements, judgments and/or awards, the public web site must provide information regarding the date, place and category of significance of the payment made (i.e., average, above average or below average). Based upon 2008 New York experience, there are approximately 1,500 to 2,000 Medical Malpractice Review Letters that will need to be sent to physicians. This not only includes newly-licensed doctors but doctors whose existing medical malpractice history may change. In addition, 600 to 800 letters seeking clarification of the severity of the medical malpractice case, required to determine appropriateness of public disclosure, will need to be sent to physicians. The Contractor must submit monthly reports to the Department of Health regarding the number of Medical Malpractice Review Letters sent, along with the number of medical malpractice claims and doctors, number of Review Letters received and number of claims and doctors to be placed on the public web site.
- h. Doctors whose registration to practice medicine in New York lapses must be removed from the public web site. Doctors whose license is revoked, suspended or surrendered must have a notation on his/her Physician Profile that is effective the date of such revocation, suspension or surrender and continues until the expiration of such action, or 3 years, whichever is less.
- i. Monthly updates to data will be provided by the AMA and AOA and must be incorporated into the profile database.

2. Maintaining And Updating Public Web Site And Physician's Self Reporting Web Application

- a. The Contractor must maintain and update the public web site in accordance with Attachments 5 and 6 which provide Security Specifications and Application Standards, respectively, regarding the public web site. The Contractor will house the database server, web server and physician profile application. The Department of Health owns the URL of the Physician Profile public web site.

- b. The Contractor must make changes to the public web site, as approved and requested by the Department of Health, which clarify information and/or enhance the accessibility or usefulness of profile information by consumers.
- c. The Contractor must make daily refreshes to the public web site.
- d. The Contractor must maintain the capability of the public web site to handle up to 25,000 visitors per 24 hour period and up to 250,000 page requests per 24 hour period.
- e. The Contractor must submit monthly reports to the Department of Health regarding the usage of the Physician Profile public web site and monthly and year-to-date reports that profile the users of Physician Profile information.
- f. The Contractor must maintain the capability for physicians to update and/or change required self-reported information electronically as well as by hard copy. The electronic self-reporting of information must utilize the Department's E-Health Commerce Access System for authentication, access and identification. The Contractor will house the database server, web server and physician profile application.

The Contractor is responsible for ensuring that the physician is knowledgeable of the correct browser software. The Contractor must staff the Physicians' Help Desk to support the electronic submission of changes in profile information.

3. Operation Of Call Center

- a. The Contractor shall sufficiently staff and operate a Call Center within New York State that includes a Physicians' Help Desk to answer questions from physicians regarding any aspect of the New York Profile and a separate Consumer Help-line to answer individual profile questions or fulfill requests for hard copy surveys at a fee of two dollars per profile from consumers. The Contractor may be required to collect checks made out to the Department of Health, track the payment of the fees and forward the payments to the Department on at least a weekly basis. Moneys collected under this contract must be deposited in accordance with the rules and regulations of the Office of the State Comptroller. Specifically, 2NYCRR (Audit and Control) section 14.3 provides: "Moneys received by any State agency for subsequent payment into any fund in the custody of the State Treasury, and moneys received by custodian of special funds in which the State has an interest, direct or indirect, or under the control of the State, shall be deposited, daily if possible, not later than once a week, in a bank or trust company of the State. When required by law (see

State Finance Law sections 105, 106), such deposits shall be in a depository approved by the Comptroller and shall be secured by bonds. Moneys include cash, checks, bond coupons, etc. All such receipts shall be deposited in a bank, and any payments therefrom, if authorized, shall be only by check on the bank of deposit." The State may arrange for sweeping funds from this account or other transfer arrangement.

The consumer Help-line must offer translation services in Chinese, Spanish, Russian and Haitian Creole.

- b. Based upon 2008 experience, approximately 1,000 to 1,500 calls per month are received from physicians, unless there is a statewide mailing required for all physicians in which case call volume may be exceptionally high for approximately one week depending on the nature of the mailing. The Department shall make a reasonable effort to notify the Contractor at least 30 days in advance of any statewide physician mailing. Approximately 500 to 600 calls per month are received from consumers and requests for hard copy surveys have been minimal in number (less than 5 per year).

It should be noted that Chapter 477 of the Laws of 2008 requires physicians to update his or her profile information within six months prior to the submission of such physician's re-registration application as a condition of registration renewal under the State Education Law. (This legislation was effective January 1, 2009 and was enacted to improve the timeliness of physicians updating of their self-reported information.) It is expected that this new law will impact the Physician Profile in several ways:

- increased calls to the Physicians' Help Desk to clarify the new law or seek clarification of reporting requirements;
 - increased number of Correction Copies received to update physicians' profiles; and
 - increased requests for Update/Correction Copies of the Physician Profiles.
- c. The Contractor must ensure that staff are sufficiently trained to address inquiries concerning profiles, browser and connection problems/ requirements for the E-Health Commerce Access System, screen and forward ID/password related calls to the Department's E-Health Commerce Access System Unit, as well as make necessary referrals to the Office of Professional Medical Conduct and other Department of Health Units when appropriate.

- d. The Contractor must maintain and distribute copies of an orientation manual on the physician profiling system to all Call Center staff and maintain and provide an updated list of frequently asked questions and responses to all Call Center staff.
- e. The Contractor shall also maintain the capability to voice record messages received during off hours.
- f. The Contractor shall assume responsibility for sufficiently staffing the Call Center such that a caller will not wait in excess of 5 minutes to speak to a Call Center representative during business hours. The Contractor must insure that voice recorded messages are returned the next business day. The Contractor must periodically survey callers or monitor calls to ensure quality of responses by the Call Center.
- g. The Contractor will submit monthly reports to the Department summarizing the number of calls received, average length of call and disposition of calls - (e.g., referred to OPMC, responded with hard copy information, answered caller's question(s)).
- h. The Contractor must provide for sufficient storage space for up to 200 5-drawer lateral files and maintain all Initial Profile Surveys, Review Copies, Update/Correction Copies and any other correspondence with physicians for 10 years. Contractor must ensure that only appropriate personnel have access to the files and that they are maintained in a secure environment.

4. Takeover Period

The major objectives of the 2-month takeover period are:

- Provide an efficient, orderly and controlled transition to a successor Contractor,
- Minimize any disruption of services provided to physicians, consumers and other users of the New York Physician Profile system; and
- Retain or enhance the value of existing systems, procedures and operating practices.

Pursuant to the current contract, all data collected by the Contractor for purposes of profiling, Profile Survey, public web site, source code, all systems developed for purposes for profiling, all systems documentation developed pursuant to the contract, orientation manuals and questions and answers relating to operating the Call Center and any logo developed are the exclusive property of the New York State Department of Health. However, no hardware is owned by the New York State Department of Health. Accordingly, the State owns and will make available to the successor Contractor at no cost, all computer programs, procedure manuals, operating plans,

documentation, data, records, Call Center equipment and related items arising out of or related to the New York Physician Profile System. Therefore, bidders should not include acquisition costs for any such equipment in its proposal. Bidders should, however, include costs for maintenance, repair, updating and eventual replacement of this equipment as well as the purchase costs of any hardware. The successor Contractor will be required to assume obligations and costs of any propriety software utilized in their operation.

- a. The successor Contractor is required to assemble a management team to oversee takeover. The management term is expected to work closely with the State and the current Contractor during the takeover period. After takeover activities are completed, the management team of the successor Contractor will assume responsibility for the facility and operations. The management team must be identified and installed at the beginning of the takeover period.
- b. The successor Contractor shall, upon selection, prepare a detailed takeover plan for State approval. This plan must include:
 - (1) planned activities;
 - (2) staffing level plans;
 - (3) schedule of events;
 - (4) a checklist software acceptance system to ensure the complete testing and acceptance of each program and procedure used in the administration of the Physician Profile; and
 - (5) a listing of additional equipment required in order to implement the proposed workplan.

Administrative functions, including accounting, purchasing, and assuring confidentiality and security, will not be part of the system turned over to the successor Contractor by the current Contractor. These functions must be implemented either in preparation for, or during, the takeover period.

- c. The successor Contractor is required to ensure that, upon the expiration of the takeover period, sufficiently experienced and trained personnel are available to continue all operations without interruption of service to physicians, consumers and other users. The personnel function is to be established and all hiring completed during the takeover period.
- d. The successor Contractor will be responsible for staffing all required functions with trained employees. To take advantage of the current Contractor's turnover training, the-successor Contractor must commit personnel to the formal and on-the-job training provided, unless otherwise agreed to by the State. The current Contractor's emphasis will be on training the successor

Contractor's management personnel. The successor Contractor will be responsible for training of non-management personnel.

The successor Contractor will be responsible for assuming the processing, or acquisition where appropriate, of the computer programs, files and systems software necessary for the Contractor's functions. Additionally, the successor Contractor will be responsible for ensuring full compliance with the Health Insurance Portability and Accountability Act of 1996(HIPAA). Responses to this RFP must include a solution to comply with these requirements.

All of the applications and systems software and related items developed and modified under the current Contract are owned, fully and without restriction, by the State and will be made available at no cost to the Contractor for its use in the operation of the New York Physician Profile. This includes any software under development during takeover.

The successor Contractor may elect to use software other than existing profile software for one or more functions, but prior written approval from the State is required. If software other than the current software is used, it must be modified to meet Profile requirements, fully tested and proven to the State's satisfaction to provide adequate support to assume completion of all required functions.

The successor Contractor will be responsible for assuming the operation, maintenance, and acquisition where appropriate, of the computer hardware necessary to support profile processing functions.

- e. The successor Contractor will be responsible for developing a Disaster Plan, presented as part of the proposal, into a fully functional and documented arrangement during the takeover process. Equipment backup must be tested for compatibility and capacity, with any identified shortcomings corrected.
- f. The successor contractor shall assume responsibility, without interruption of service to physicians, consumers and other users, for the maintenance and development of forms, manuals, procedures and documentation for all current operations.
- g. The successor Contractor shall deliver, for State approval, a detailed plan showing activities and staffing levels during the takeover period. This plan must include a plan for ensuing the complete review and operation of each computer program and procedure as described in the Physician Profile Documentation Library.

- h. Progress reports to the State shall be submitted by the successor Contractor at two-week intervals beginning two weeks after start of the contract resulting from this RFP. These reports should include significant events, progress on software acceptance, staffing levels, problems encountered, planned activities for the next two reporting periods, meetings held, and any other information deemed necessary by the State.
- i. A final disaster plan, with written procedures, responsible individuals, test results, and a periodic test schedule, must be presented to the State for approval. The Contractor shall complete the installation of the operations staff within the 2-month takeover period.

5. System Enhancements

The Department is requesting that a number of enhancements be made to the NYS Physician Profile. These enhancements are described below and bidders are asked to submit a bid for incorporating these into the Profile.

HIV Services

Currently, there is no information on the Physician Profile database specifically relating to a physician's provision of HIV services. A doctor's profile may note that he/she is board-certified in Infectious Disease as a subspecialty of Internal Medicine but there is nothing specific relating to HIV. Accordingly, the Department is seeking modification to the Physician Profile that would enable:

- a. a physician to note that he/she provides HIV Services and/or cares for patients on ARV;
- b. a physician to note that he/she is accepting referrals of new HIV patients;
- c. a physician to note that he/she is certified by AAHIVM and/or is a member of HIVMA; and
- d. the public to search for physicians providing HIV Services.

Such information would have to be collected from newly-licensed doctors as well as those currently on the Physician Profile.

Specialties/Subspecialties

Currently, field of practice (FOP) is a search field but a physician can only select one specialty or subspecialty such as Internal Medicine or Nephrology, respectively. The Department is seeking a modification to the Physician Profile to enable a physician to select multiple specialties and/or subspecialties, if appropriate, for the FOP search field, such as Cardiovascular Disease, Nephrology, and Pulmonary Disease, as subspecialties of Internal Medicine. This opportunity will

have to be extended to both newly-licensed doctors as well as those currently on the Physician Profile.

Hospital Privileges

Hospitals where a physician is privileged is a required data element to be reported to the Physician Profile. The Department is seeking a modification to clarify to physicians that if no privileges are reported, the Physician Profile will explicitly state on the public web site that, "This physician currently has no hospital privileges." This clarification will have to be made to both newly-licensed physicians as well as those currently on the Physician Profile.

Practice Location

Currently, a physician's practice location is an optional data element for reporting to the Physician Profile. Unfortunately, if a physician chooses not to report a practice location, there is no ability in the database to include a physician in an individual's search for doctors by county, borough or city. The Department is seeking a modification to the system to provide physicians the opportunity to just report county, borough, or city, in lieu of a complete address, so they will be included in office location search results.

6. Other Requirements

- a. The Contractor will assure that all systems documentation remain current and up-to-date, subject to the Department's approval.
- b. The selection and purchase of hardware and software by the Contractor must be approved in advance by the New York State Department of Health to ensure compatibility with departmental systems and all software will be owned by the New York State Department of Health.
- c. The Contractor will assume all liability for maintenance and security of Profile Surveys, all supporting databases and the public web site and ensuring compliance with the federal Health Insurance Portability and Accountability Act (Attachment 15).

The Contractor will indemnify the State from any lawsuits relating to inaccurate data which the Contractor has independently verified or any inaccurate data resulting from data entry, for which the Contractor has responsibility, including optical scanning.

The Contractor will maintain protocols, subject to the approval of the Department, to ensure the accuracy, completeness, timeliness and security of data.

The Contractor will assume responsibility for security of all profile data. The Contractor will provide the Department with access to all documentation, source code and on-site system access as required to audit and monitor the Contractor's compliance with the E-Health Commerce Access System development requirements and the security architecture requirements set forth in Attachment 5.

- d. All data collected by the Contractor for purposes of profiling, Profile Survey, public web site, source code, all systems developed for purposes for profiling, all systems documentation developed pursuant to the contract, orientation manuals and questions and answers relating to operating the Call Center and any logo utilized shall be the exclusive property of the New York State Department of Health.
- e. The Contractor will employ or contract with appropriately trained personnel in order to carry out the necessary data collection, data entry, verification activities, web site development and staffing of the Call Center.
- f. The Contractor's host site shall have an Internet footprint with adequate bandwidth and latency to support the requested application. The Contractor's host site will need to support Internet connectivity from:
 - (1).New York State physicians via a variety of Internet Service Providers; and
 - (2).The Department of Health's authenticating proxy server, commerce.health.state.ny.us. Bidders are requested to provide evidence that the proposed host site is adequately positioned.
- g. Contractor must continue to update, with log files sent over an existing T1 line, a replica of the Physician Profile database that resides behind The New York Department of Health firewall.
- h. The Contractor must provide for an orderly and controlled transition of the Physician Profile responsibilities to either the State or a successor contractor at the expiration of the contract term.
 - (1).Two months prior to the expiration of the contract term, the Contractor will provide continuing support to any successor Contractor for a period of up to two months, as deemed necessary by the State.
 - (2).The Contractor shall turn over any dedicated Profile facilities, software and equipment to the State or, at the State's option, a successor contractor, if appropriate.

- (3).With regard to equipment, if applicable, the State will compensate the Contractor for all undepreciated values. Title of equipment will be transferred to the State or, at the State's option, to the successor Contractor.
- (4).The Contractor shall turn over all Profile operating documents, including, but not limited to, audits, physician data, and systems documentation.
- (5).The State will own all program software which the Contractor shall transfer to the State or, at the State's option, to the successor Contractor, at no cost.
- (6).Experienced personnel are vital to a smooth turnover, and the contractor shall encourage all employees, including management, to remain throughout turnover. Over the final six months of the contract term, the contractor shall not transfer or otherwise reassign any of its dedicated staff without prior State approval.

The contractor is required to provide turnover training for the successor Contractor's management in the operation and maintenance of the program. The turnover assistance furnished by the Contractor must include the development of a training plan. In addition, the Contractor shall make the following available to the State or successor Contractor during the turnover phase, in addition to any other proposed resources:

- (1).Access to facilities;
- (2).Detailed turnover plan;
- (3).Availability of computer resources during turnover for training and testing, scheduled outside normal hours;
- (4).Computer system time scheduled within the resources available under the supervision of current Contractor staff;
- (5).Three computer terminals available for testing and training during normal working hours;
- (6).Space, desks, reasonable office support (copiers, etc.) provided for turnover staff of the successor Contractor and the State;
- (7).Three (3) months supply of all forms used in the Profile program; and
- (8).Access to current Contractor employees for interview and recruitment purposes during normal business hours.

The bidder must offer a fixed price for the turnover task. Full payment, in one lump sum, shall be made by the State to the Contractor upon State review and determination that all milestones and deliverables relating to the turnover task have been properly achieved or furnished. Payment will not be made for the turnover task if the current Contractor is awarded the subsequent contract.

7. Bidders' Conference

The New York State Department of Health will sponsor a bidders' conference on Tuesday, July 28, 2009 at 1:00 p.m., in Conference Room 125, Empire State Plaza, Albany, New York. The purpose of the conference is to allow potential bidders the opportunity to raise questions concerning this RFP. Individuals are, however, strongly encouraged to review the detailed documentation on the New York Physician Profile and submit questions in writing by July 20, 2009. Those questions can be sent to patientsafety@health.state.ny.us or New York State Department of Health, Patient Safety Center, 433 River Street, 6th Floor, Troy, New York 12180. Questions raised by the applicants may not be responded to at the Bidders' Conference. However, all questions and answers will be posted on the Department's website at <http://www.nyhealth.gov/funding/> by August 7, 2009. Attendance at the Bidders' Conference is not required to submit a proposal. Potential bidders are requested to register for the bidder's conference by calling (518) 408-1219 by July 20, 2009.

D. PROPOSAL REQUIREMENTS AND FORMAT

The proposal must be submitted in two parts and in two separately sealed envelopes that must be placed in a third envelope when mailed to avoid separation. The two parts are a Technical Proposal and a Financial Proposal. It is important that no information related to the proposal price be included in the Technical Proposal. Bidders should ensure that their proposal includes all required sections. Failure to submit a complete proposal may result in disqualification. The proposal must be submitted using an easily read type font and format. All proposal pages should be numbered.

Bidders must not include any contingencies in the proposal. All proposals including contingencies will be rejected. Areas needing clarification must be addressed during the question and answer period.

The Technical Proposal shall consist of:

Proposal Cover Sheet (Attachment 1);
Bidder Checklist (Attachment 19);
Table of Contents;
Bidder Qualifications;
Project Narrative; and
Workplan.

The Financial Proposal shall consist of:

Bid Form (Attachment 3);
Vendor Responsibility Attestation (Attachment 9); and
Financial Capacity.

Proposals submitted should be complete responses to this RFP and be as clear and concise as possible. The bidder bears the sole responsibility for any costs incurred as a result of developing a response to this RFP.

1. Proposal Cover Sheet

Please fill out the Proposal Cover Sheet shown in Attachment 1 and include it with your proposal.

2. Table Of Contents

Include a Table of Contents that delineates all major headings and sub-headings. Number all pages consecutively, including all forms and attachments.

3. Bidder Qualifications

The Department will accept proposals from public or private organizations, companies, partnerships, or corporations that are authorized to operate in New York State. Such organization and its subsidiaries or subcontractors may not be a provider of

health care services or be an organization or trade association or be affiliated with or owned by an organization or trade association whose primary business includes representing licensed and registered physicians or any Article 28 licensed provider or health care facility or provider. All potential contractors must demonstrate to the Department that the contractor has no conflict of interest with respect to conducting the duties and responsibilities specified in this RFP. The Department reserves the right to disqualify any bidder or entity that is not able to sufficiently demonstrate that it is free of any conflict of interest.

Bidders must submit a written narrative that provides a brief history of the bidding organization; an organizational chart that identifies where the responsibility for the Profiling Project would be assigned; a description of the bidding organization's experience relevant to the undertaking of the Profiling Project, including appropriate references; the names, qualifications, experience and references of key personnel to be assigned to the Project; and a representative list of clients/customers over the most recent 5 year period, including information on any outstanding contractual disputes with any clients/customers.

It is the responsibility of the bidder to include in its proposal for all major subcontractors a Vendor Responsibility Attestation (Attachment 9), organization references, satisfactory evidence that the subcontractor has sufficient financial capacity to perform the type, magnitude and quality of services sought through this RFP and Letter of Commitment from the subcontractor to the requirements of this RFP.

4. Project Narrative

The Project Narrative is a written narrative of your understanding of the deliverables or services identified in Section C of the RFP, "Detailed Specifications". The Project Narrative should not contain extraneous information (e.g., marketing information) and should not exceed 25 pages in length. The Project Narrative should be organized in the same order in which the "Detailed Specifications" requirements were presented. Bidders should cite each subsection number and subsection name (e.g., C.1. Maintaining and Updating the Database) and indicate your understanding of services to be delivered and how you intend to meet the service requirements.

5. Workplan

Bidders must develop a detailed workplan for all major tasks of the Profiling Project as identified in Section C "Detailed Specifications". All major tasks must be included with their proper sequencing of completion.

6. Financial Proposal

Bidders must complete the Cost Submittal Form shown in Attachment 2 and the Bid Form shown in Attachment 3 to this RFP. No price information should appear elsewhere in the proposal. The Cost Submittal Form should include itemized information regarding expected costs for planned hardware or software purchases. The bidder must propose a monthly bid price, in addition to the total bid price over the 36-month period, for each of the operational components of the work. The bidder must also include a total bid price for each component of system enhancements as well as the turnover task.

The financial proposal must also include the Vendor Responsibility Attestation shown in Attachment 9 to this RFP.

Each bidder must also include satisfactory evidence that it has sufficient financial capacity to perform the type, magnitude and quality of services sought through this RFP. This may include information such as audited financial statements, scoring report by a third party service (e.g., Dunn and Bradstreet), etc.

7. Evaluation Criteria

The New York State Department of Health will consider each bidder's relevant work experience, management and technical staff assigned to the project, understanding of requirements and necessary resources.

Evaluation of submitted bids will be based on a "best value" concept. Scoring of the Technical Proposal will constitute 60% of the final score. Scoring of the Financial Proposal will constitute 40%. The evaluation of Technical Proposals will be done via a "cost blind approach", with Technical and Financial Proposals being evaluated by separate teams. It is important that all information relative to the technical scores be included in the Technical Proposal. Any bids received with cost data in the Technical Proposal will be rejected.

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

a. Relevant Work Experience

The Department will carefully evaluate relevant work experience of the bidder organization including recent similar projects or projects with similar functional requirements. Demonstrated ability to provide high quality services within designated timeframes and budget will be considered.

b. Management and Technical Staff

Experience and expertise of staff assigned to carry out the day-to-day responsibilities of this project will be considered in the evaluation of the bidder's proposal.

c. Responsiveness of Technical Proposal

The bidder's stated understanding of what is required to be done, approach to carrying out the required work and commitment to carrying out the project within required time frames while providing high quality services will be considered.

The technical score will be the sum of scores for items 7a, 7b, and 7c above. The highest scoring Technical Proposal will receive 60 points. The technical score for all other proposals will be normalized on this 60 point scale using the following formula:

$X/Y * 60$ where: X = raw technical score of bidder and Y = raw technical score of the highest scoring Technical Proposal.

d. Price (40 points)

The Department will carefully review the Vendor Responsibility Questionnaire and bidder financial capacity information presented. Only those bidders deemed to be responsible and capable will be considered for this project. The qualified bidder with the lowest cost Financial Proposal, including planned hardware and software costs, will receive 40 points. The financial score for all other proposals will be normalized on this 40 point scale using the following formula:

$Y/X * 40$ where: X = total proposal cost for bidder and Y = total proposal cost for the lowest priced Financial Proposal.

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:

Marjorie A. Geiger
NYS Department of Health
Patient Safety Center
Hedley Park Place
433 River Street, 6th Floor
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 August 7, 2009.

3. Non-Mandatory Letter of Interest

All potential bidders are strongly encouraged to send a letter of interest to bid by the date listed in the Schedule of Events to Marjorie A. Geiger. Although a Letter of Interest is not a requirement of this RFP, a letter will serve as a foundation for a comprehensive list of bidders so that all listed bidders can receive responses to all questions and other amendments to the RFP. Any clarifications will be sent automatically only to those bidders who filed in this manner and will also be posted on the Department of Health's website.

4. Submission of Proposals

Interested vendors should submit 2 originals and 5 signed copies of their Bid Proposal not later than 5:00 P.M., September 11, 2009.

Responses to this solicitation should be clearly marked "New York State Physician Profile", contain the RFP #FAU0903231208 and directed to:

New York State Department of Health
Patient Safety Center
Hedley Park Place
433 River Street, 6th Floor
Troy, New York 12180

Attention: Marjorie Geiger

It is the bidders' responsibility to see that bids are delivered to 6th Floor 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 6th Floor 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.
5. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO
- a. Reject any or all proposals received in response to this RFP.
 - b. Waive or modify minor irregularities in proposals received after prior notification to the bidder.
 - c. Adjust or correct cost or cost figures with the concurrence of bidder if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
 - d. Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State.
 - e. Eliminate mandatory requirements unmet by all offerers.
 - f. If the Department of Health is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.
6. Payment and Reporting

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

Patient Safety Center
NYS Department of Health
Hedley Park Place
433 River Street, 6th Floor
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:

The Contractor will be required to submit a monthly report of activities conducted in accordance with the work plan using monthly vouchers submitted in accordance with the Cost Submittal Form. The Contractor will also be required to participate in periodic conference calls and/or meetings with Patient Safety Center staff, as necessary.

7. Term of Contract

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

It is anticipated that a Contract resulting from this RFP will be effective on or about March 1, 2010 for a period of three years, with the option of extensions for each of two additional years. Should the Department elect to extend the term of the contract, the pricing for each optional contract extension year will be subject to an annual price increase of the lesser of three percent (3%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington, D.C., 20212 for the twelve (12) month period ending three (3) calendar months prior to the end date of the last year of the contract, as may be amended.

The contract term may change if the DOH makes an award later than November 16, 2009 due to unforeseen delays. 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. In the event of cancellation of the agreement, the Turnover Tasks set forth in Section C.6.h. shall be performed, in whole or in part, as determined by the Department of Health.

8. 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.

9. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York

State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 9).

10. 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.

11. 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.

12. 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 New York State Enterprise IT Policy NYS-P08-005, 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. Web content must conform to New York State Enterprise IT Policy NYS-P08-005 Appendix A, as determined by quality assurance testing. Such quality assurance testing will be conducted by NYS Department of Health and the results of such testing must be satisfactory to NYS Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

13. 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/>

14. 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.

15. Piggybacking

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.state.ny.us/procurecounc/pqbguidelines.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.

16. 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 10) 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)
- Appendix X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

G. ATTACHMENTS

- 1. Cover Sheet**
- 2. Cost Submittal Form**
- 3. Bid Form**
- 4. No Bid Form**
- 5. NYSDOH Security Requirements**
- 6. NYS Accessibility of Web-Based Information and Applications**
- 7. State Consultant Services Form A**
- 8. State Consultant services Form B**
- 9. Vendor Responsibility Attestation**
- 10. M/WBE Forms**
- 11. Appendix A-Standard Clauses for All State Contracts**
- 12. Appendix D-General Specifications**
- 13. NYS Taxation and Finance Contractor Certification Form ST-20-TD**
- 14. NYS Taxation and Finance Contractor Certification Form ST-220-CA**
- 15. Appendix H - HIPPA Documents**
- 16. Appendix X – Modification Agreement Form**
- 17. Patient and Health Information and Quality Improvement Act of 2000 – Physician Profiles**
- 18. Initial Profile Survey**
- 19. Bidder Checklist**
- 20. Confidentiality Protocol**

Attachment 1

**Patient Safety Center
New York State Physician Profile**

COVER SHEET

Name of Bidder (*Legal Name as it would appear on a contract*)

Mailing Address (*Street address, P.O. Box, City, State, ZIP Code*)

Federal Employee Identification Number:

Person authorized to act as the contact for this firm in matters regarding this proposal:

Printed Name (<i>First, Last</i>):	Title:
Telephone number:	Fax number:
()	()
E-mail:	

Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:

Printed Name (<i>First, Last</i>):	Title:
Telephone number:	Fax number:
()	()
E-mail:	

(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board:

Printed Name (<i>First, Last</i>):	Title:
Signature of Bidder or Authorized Representative	Date:

Attachment 2

**Cost Submittal Form
Page 1 of 2**

	MONTHLY BID PRICE	TOTAL BID PRICE
Operational Components:*		
C.1 Maintenance and Updating the Database		
C.2 Maintenance and Updating Public Web Site and Physician’s Self-Reporting Web Application		
C.3 Operation of Call Center		
System Enhancements:		
HIV Services	N/A	
Specialties/Subspecialties	N/A	
Hospital Privileges	N/A	
Practice Location	N/A	
Turnover Task	N/A	
Hardware**	N/A	***
Software**	N/A	***
GRAND TOTAL		

* Monthly billing for operational components of the Contract should commence upon the expiration of the 2-month takeover period.

** Please provide a description and details of the requisite hardware and software to be purchased by the Contractor on the next page.

*** These should equal the respective sub-totals on the next page.

Attachment 2

**Cost Submittal Form
Page 2 of 2**

Hardware

Subtotal: \$ _____

Software

Subtotal: \$ _____

Attachment 3

NEW YORK STATE DEPARTMENT OF HEALTH

BID FORM

PROCUREMENT TITLE: _____ FAU

Bidder Name:
Bidder Address:

Bidder Fed ID No:

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

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

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

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

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

If yes, please answer the next questions:

1a. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

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

No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

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

No Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

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

With Bid	Upon Award	
<input type="checkbox"/>	<input type="checkbox"/>	1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220-CA (for procurements greater than or equal to \$100,000)
<input type="checkbox"/>	<input type="checkbox"/>	2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)
<input type="checkbox"/>	<input type="checkbox"/>	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)

Attachment 4
NEW YORK STATE
DEPARTMENT OF HEALTH
NO-BID FORM

PROCUREMENT TITLE: _____ FAU

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

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

- Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

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

Attachment 5

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 of 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:

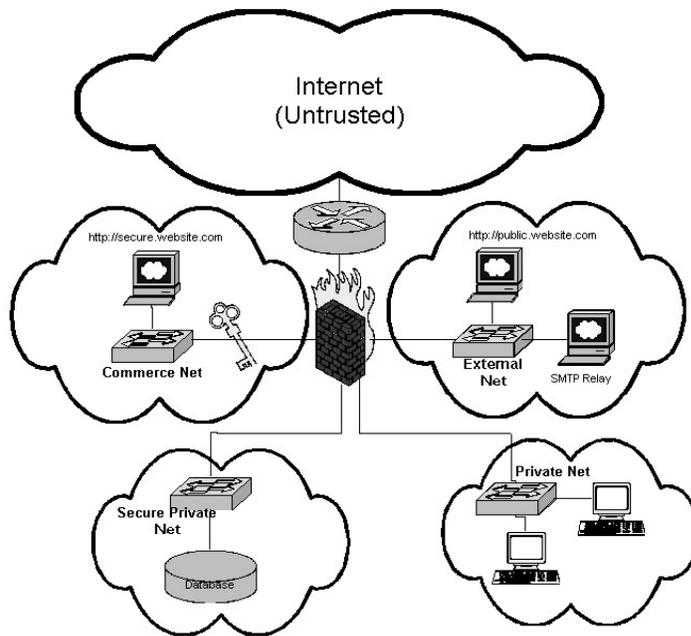
- Network Intrusion Detection Systems be deployed at strategic locations
- Network Mapping/Scanning be done at regular intervals to detect vulnerabilities

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 6

Accessibility of Web-Based 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 New York State Enterprise IT Policy NYS-P08-005, 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. Web content must conform to New York State Enterprise IT Policy NYS-P08-005 Appendix A, as determined by quality assurance testing. Such quality assurance testing will be conducted by NYS Department of Health and the results of such testing must be satisfactory to NYS Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

(Ref: NYS-P08-005)

Attachment 7

State Consultant Services
FORM A

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

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

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

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
---------------------	---------------------	------------------------------	-----------------------------------

Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of
(use additional pages if necessary)

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

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

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

1. the designated payment office (DPO) outlined in the consulting contract.
2. NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
or via fax to –
(518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Consultant Reporting

Completing the Reports:

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

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

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

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

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

Attachment 8

State Consultant Services FORM B
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OSC Use Only Reporting Code: Category Code:

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

New York State Department of Health Contract Number: Contract Start Date: / / Contractor Name: Contractor Address: Description of Services Being Provided:	Agency Code 12000 Contract End Date: / /
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Scope of Contract (Chose one that best fits):

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

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
---------------------	---------------------	------------------------------	-----------------------------------

Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:
 Title:

Phone #:

Preparer's signature:
 Date Prepared: / /

Page of
 (use additional pages if necessary)

Instructions

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

Form B: Contractor's Annual Employment Report

- Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.
- Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:
4. the designated payment office (DPO) outlined in the consulting contract.
 5. 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
 6. NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Consultant Reporting

Completing the Reports:

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

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

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

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

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

Attachment 9

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: _____

Attachment 10

New York State Department of Health 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: _____	Not Certified: _____
CBO: _____	MCBO: _____

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

Joint venture with:

Name:

Address: _____

WBE - Supplier

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

Attachment 11

APPENDIX A: STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the

manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to

enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major

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

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

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

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

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

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

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

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

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

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

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

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

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

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million: (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to

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

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

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

Attachment 12

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 judgment 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 judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Termination Provision

Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and
2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

V. Conflicts

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

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

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

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

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

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

X. Contract Insurance Requirements

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

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

b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any

time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction or property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

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

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

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

Y. Certification Regarding Debarment and Suspension

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

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

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

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Nonprocurement Programs.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

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

Z. Confidentiality Clauses

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

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and

all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

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

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

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

6. All subcontracts shall contain provisions specifying:

- a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
- b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

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

- a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and
- b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and

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

BB. Provisions Related to New York State Procurement Lobbying Law

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

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

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

DD. Lead Guidelines

All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Attachment 13



New York State Department of Taxation and Finance

Contractor Certification

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

ST-220-TD

(6/06)

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

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

General information

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

Need help?

	Internet access: www.nystax.gov (for information, forms, and publications)
	Fax-on-demand forms: 1 800 748-3676
	Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.
	To order forms and publications: 1 800 462-8100
	Sales Tax Information Center: 1 800 698-2909
	From areas outside the U.S. and outside Canada: (518) 485-6800
	Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
	Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

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

(name)

(title)

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

Make only one entry in each section below.

Section 1 — Contractor registration status

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

Section 2 — Affiliate registration status

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

Section 3 — Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Attachment 14



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

ST-220-CA

(6/06)

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

Contractor name		<i>For covered agency use only Contract number or description</i>
Contractor's principal place of business	City State ZIP code	
Contractor's mailing address (if different than above)		<i>Estimated contract value over the full term of contract (but not including renewals)</i>
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		<i>Covered agency telephone number</i>

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

(name) *(title)*

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

(Mark an X in only one box)

- The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.
- The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
- (insert contract number or description)*

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

Sworn to this ____ day of _____, 20 ____

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

Instructions

General information

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

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

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

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

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

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

 Notary Public
 Registration No. _____

Privacy notification

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

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

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

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

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

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

Attachment 15

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.

(HIPAA Appendix H) 6/05

Attachment 16

**Agency Code 12000
APPENDIX X**

Contract Number: _____
Contractor: _____

Amendment Number X-_____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- _____ Modifies the contract period at no additional cost
- _____ Modifies the contract period at additional cost
- _____ Modifies the budget or payment terms
- _____ Modifies the work plan or deliverables
- _____ Replaces appendix(es) _____ with the attached appendix(es) _____
- _____ Adds the attached appendix(es) _____
- _____ Other: (describe) _____

This amendment *is* / *is not* a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____

This will result in new contract terms of:

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____

(All years thus far combined) (Initial start date) (Amendment end date)

Page 1 of 2

Signature Page for:

Contract Number: _____ Contractor: _____

Amendment Number: X- _____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ (signature) Date: _____

Printed Name: _____

Title: _____

STATE OF NEW YORK)) SS: County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By:_____ Date:_____

(signature)

Printed Name:_____

Title:_____

ATTORNEY GENERAL'S SIGNATURE

By:_____ Date:_____

STATE COMPTROLLER'S SIGNATURE

By:_____ Date:_____

Attachment 17

Patient Health Information and Quality Improvement Act of 2000: Physician Profiles

§ 2995-a. Physician profiles. 1. The department shall collect the following information and create individual profiles on licensees subject to the authority of the office of professional medical conduct, in a format that shall be available for dissemination to the public:

(a) a statement of any criminal convictions (as defined by section 1.20 of the criminal procedure law) within the most recent ten years, under the laws of New York state or any other jurisdiction, for offenses specified by regulations of the department;

(b) a statement of any action (other than an action that remains confidential) taken against the licensee pursuant to section two hundred thirty of this chapter or any similar action taken by any other state or licensing entity, within the most recent ten years;

(c) a statement of any current limitation of the licensee to a specified area, type, scope or condition of practice;

(d) a statement of any loss or involuntary restriction of hospital privileges or a failure to renew professional privileges at hospitals within the last ten years, for reasons related to the quality of patient care delivered or to be delivered by the physician where procedural due process has been afforded, exhausted, or waived, or the resignation from or removal of medical staff membership or restriction of privileges at a hospital taken in lieu of a pending disciplinary case related to the quality of patient care delivered or to be delivered by the physician (notwithstanding paragraph (a) of subdivision three of section twenty-eight hundred three-e of this chapter, as added by chapter eight hundred sixty-six of the laws of nineteen hundred eighty);

(e) (i) a statement indicating the number of medical malpractice court judgments and arbitration awards within the most recent ten years in which a payment is awarded to a complaining party (notwithstanding subsection (f) of section three hundred fifteen of the insurance law); and

(ii) a statement indicating all malpractice settlements within the most recent ten years in which payment is awarded to a complaining party (notwithstanding subsection (f) of section three hundred fifteen of the insurance law),

(A) if the total number of settlements exceeds two; or

(B) if the commissioner determines any such settlement could be relevant to patient decisionmaking concerning health care quality. The statement shall include the following: "Settlement payments will appear in this profile only if the total number of settlements made within the past ten years exceeds two, or if the commissioner of health determines a settlement to be relevant to patient decisionmaking. Settlement of a claim may occur for a variety of reasons, which do not necessarily reflect negatively on the professional competence or conduct of the physician. A payment in settlement of a medical malpractice action or claim does not necessarily mean that a medical malpractice has occurred." The commissioner may supplement such statement as may be appropriate.

(iii) judgments, awards and settlements shall be reported in graduated categories indicating the level of significance, date and place of the judgment, award or settlement. Information concerning medical malpractice judgments, awards and settlements shall be put in context by comparing an individual licensee's medical malpractice settlements to the experience of other physicians in New York state within the same board specialty. Pending malpractice claims shall not be disclosed to the public under this section. Nothing herein shall be construed to prevent the board from investigating or disciplining a licensee on the basis of medical malpractice claims that are pending;

(f) name of medical schools attended and date of graduations;

(g) graduate medical education;

(h) current speciality board certification and date of certification;

(i) dates admitted to practice in New York state;

(j) names of hospitals where the licensee has practice privileges;

(k) appointments to medical school faculties and indication as to whether a licensee has had a responsibility for graduate medical education within the most recent ten years;

(l) information regarding publications in peer reviewed medical literature within the most recent ten years;

(m) information regarding professional or community service activities or awards;

(n) (i) the location of the licensee's primary practice setting identified as such; and

(ii) the names of any licensed physicians with whom the licensee shares a group practice, as defined in subdivision five of section two hundred thirty-eight of this chapter;

(o) the identification of any translating services that may be available at the licensee's primary practice location;

(p) whether the licensee participates in the medicaid or medicare program or any other state or federally financed health insurance program; and

(q) health care plans with which the licensee has contracts, employment, or other affiliation.

2. Nothing in this section shall limit the department's authority to collect, require reporting of, publish or otherwise disseminate information about licensees.

3. Each physician who is self-insured for professional medical malpractice shall periodically report to the department on forms and in the time and manner required by the commissioner the information specified in paragraph (f) of subdivision one of this section, except that the physician shall report the dollar amount (to the extent of the physician's information and belief) for each judgment, award and settlement and not a level of significance or context.

4. Each physician shall periodically report to the department on forms and in the time and manner required by the commissioner any other information as is required by the department for the development of profiles under this section which is not otherwise reasonably obtainable. In addition to such periodic reports and providing the same information, each physician shall update his or her profile information within the six months prior to the expiration date of such physician's registration period, as a condition of registration renewal under article one hundred thirty-one of the education law.

5. The department shall provide each licensee with a copy of his or her profile prior to dissemination to the public. In the manner and time required by the commissioner, a licensee shall be provided the opportunity to correct factual inaccuracies that appear in the profile. The physician shall be permitted to file a concise statement concerning information contained in the profile, which shall be disseminated therewith.

6. A physician may elect to have his or her profile omit certain information provided pursuant to paragraphs (l), (m), (n) and (q) of subdivision one of this section. In collecting information for such profiles and disseminating the same, the department shall inform physicians that they may choose not to provide such information required pursuant to paragraphs (l), (m), (n) and (q) of subdivision one of this section.

7. A physician who knowingly provides materially inaccurate information under this section shall be guilty of professional misconduct pursuant to section sixty-five hundred thirty of the education law.

8. The department shall establish a toll-free telephone number through which it shall answer inquiries about and accept orders for hard copy physician profiles established pursuant to this section and accept consumer complaints about suspected professional misconduct. The department may charge a nominal fee for producing and mailing a hard copy physician profile.

9. The department shall, in addition to hard copy physician profiles, provide for electronic access to and copying of physician profiles developed pursuant to this section through the system commonly known as the Internet.

10. The commissioner shall require that:

(a) Practitioner organizations that are representative of the target group for profiling, and health care consumer organizations, be provided the opportunity to review and comment on the profiling methodology, including collection methods, analysis, formatting, and methods and means for release and dissemination.

(b) Comparisons of practitioner profiles shall be organized according to practitioner areas of practice.

11. The commissioner shall evaluate the utility and practicability of including in the profile a comparison of malpractice data by geographic area. However, the implementation of the profile shall not be delayed pending such evaluation.

12. The commissioner shall develop and distribute a notice suitable for posting that informs consumers of the availability of physician profiles and the telephone numbers and Internet addresses for accessing them.

13. Further study of physician profiles. After the initial dissemination of the data identified in subdivision one of this section, the department shall conduct a further study of physician profiles as follows:

(a) Data sources. The department shall identify the types of physician data to which the public has access, including all information available from federal, state or local agencies which is useful for making determinations concerning health care quality determinations. The department shall study all physician data reporting requirements and develop recommendations to consolidate data collection and eliminate duplicate and unnecessary reporting requirements, or to supplement existing reporting requirements in order to satisfy the requirements of this section.

(b) Supplemental information adjustment and security safeguards. The department shall develop a methodology for application to collected physician data that accounts for factors such as frequency, severity and geographic area

which shall be used to provide context to reported data. Any such methodology shall not diminish the information reported pursuant to subdivision one of this section. In developing such methodology, the department may consult with physicians, including representatives of appropriate specialty societies. The department may also consult with organizations representing consumers, other health care providers, and health care plans. Any such methodology shall include adequate and appropriate safeguards to ensure the security, accuracy and integrity of health information created, received, maintained, used or transmitted in connection with the statewide health information system. Such safeguards shall be sufficient to meet any minimum standards set by state and federal laws and regulations.

(c) Public review. The department shall provide organizations which are representative of consumers, physicians, including representatives of appropriate specialty societies, other health care providers and health care plans the opportunity to review and comment on its determinations and recommendations. The department shall consider such comments, and may amend its determinations and recommendations to reflect them.

(d) Report. The department shall provide a report of its determinations and recommendations to the governor and legislature, and make such report publicly available, within six months of the effective date of this section.

(e) Application. The department shall thereafter apply such methodology to the data to be disseminated in physician profiles.

14. The physician data so disseminated shall be updated at regular intervals to be determined by the department.

15. All physician data disseminated shall include the following statement:
"THE DATA COLLECTED BY THE DEPARTMENT IS ACCURATE TO THE BEST OF THE KNOWLEDGE OF THE DEPARTMENT, BASED ON THE INFORMATION SUPPLIED BY THE PHYSICIAN WHO IS THE SUBJECT OF THE DATA."

16. If, after initial dissemination of the physician data required by this section, the department determines that any such data is not useful for making quality determinations, the department shall recommend to the legislature the necessary statutory changes.

Attachment 18

Initial Profile Survey

1-12345678-S
20081007

 Please **PRINT LEGIBLY** so we can record your information accurately



P H Y S I C I A N S U R V E Y

1. Physician

Name and mailing address (*Write a preferred address if necessary. This address is for contact purposes and will not be made available to the public.*)

I request this change and/or addition to the data provided.

DR. John Sample
123 Main Street
Anywhere NY 11557

INSTRUCTIONS

Complete this survey by filling in blanks as directed. Please type or print using blue or black ink.

If any preprinted information appears incomplete or incorrect, write in your changes or additions. Indicate that you have made changes or additions by putting a check mark in the corresponding blue box, like this one:

I request this change and/or addition to the data provided.

*If you have questions:
Call the Physician Help Desk
1-888-338-6998*

*Mail your completed survey to:
NYS Physician Profile
NYS Department of Health
PO Box 5007
New York, NY 10274-5007*

2. Signature

ANY LICENSEE WHO FAILS TO TIMELY REPORT OR WHO KNOWINGLY PROVIDES INACCURATE INFORMATION SHALL BE GUILTY OF PROFESSIONAL MISCONDUCT PURSUANT TO SECTION 6530 OF THE EDUCATION LAW.

After you have completed the survey, please sign it here.

Physician Signature *Date*

Under the penalties of perjury, I declare and affirm that the statements made in this profile, including accompanying documents, are true, complete and correct.

3. Additional Contact Information

(This information is for contact purposes and will not be made available to the public.)

Phone number

Fax number

E-Mail

4. NYS License to Practice Medicine

Number	Date Conferred
987654	06/02/2008

5. Primary Field of Practice

List the code of your primary field of practice. List only one. If you have more than one you have the opportunity to provide that information in the physician's statement section of the survey, Number 20. (For Field of Practice Codes, see the Survey Codes insert.)

New York State Physician Profile • Department of Health • Questions? Call the Physician Help Desk at 1-888-338-6998

Page 1 of 9



Please **PRINT LEGIBLY** so we can record your information accurately

1-12345678-S
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6. Education and Certification

Medical School from which you received degree

Year degree received

I request this change and/or addition to the data provided.

Graduate Medical Education

Completion

(ACGME, AOA, RCPSC, or CFPC accredited programs only)

Date

Specialty

I request this change and/or addition to the data provided.

Board Certifications (ABMS, AOA, RCPSC, or CFPC recognized boards only)

I do not have any of the above board certifications

Name of Board

Subspecialty (if any)

Certification Date

Expiration Date

(if applicable)

I request this change and/or addition to the data provided.

Professional Membership(s) (Optional) (Refer to attached cover letter for the inclusion criteria)
(Attach a separate sheet if necessary)

I request this change and/or addition to the data provided.

7. Teaching

A. Have you served as a full-time, part-time or adjunct faculty member of a medical school within the past 10 years?

Yes No If yes, list the institutions and beginning and end dates of your appointments.
If an institution is in New York State, list the Medical School Code (See the Survey Codes insert.)

Institution

Start Date

End Date

(if applicable)

1. _____ / / / /

2. _____ / / / /

3. _____ / / / /

B. Were you responsible for teaching/supervising residents during the past 10 years? Yes No



Please **PRINT LEGIBLY** so we can record your information accurately

1-12345678-S
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8. Hospital Privileges

Do you have hospital privileges?

Yes No If yes, please list the codes of the hospitals where you have privileges. (For Hospital Codes, see the Survey Codes insert.)

(code) (code) (code) (code) (code) (code) (code) (code) (code) (code)

9. Participation in State or Federal Health Insurance Programs

Indicate your participation in these programs (including through managed care programs; you may indicate specific health plans in Question 19 of this survey):

	Yes, at all practice locations	Yes at some locations	No
Medicaid _____	_____	_____	_____
Medicare _____	_____	_____	_____
Child Health Plus _____	_____	_____	_____
Family Health Plus _____	_____	_____	_____
Other (Specify below.) _____	_____	_____	_____

10. Translation Services

Do you have translation services on site at your primary practice location on a regular basis?

If yes, for what languages? Please list the Language Codes. (See Language Codes in the Survey Codes insert.) (Note: If you practice in more than one location, your primary location is where you practice most often regardless of whether it is in private or group practice.)

(code) (code) (code) (code) (code) (code) (code) (code) (code) (code)



11. Malpractice

Have there been any malpractice award payments made on your behalf during the past 10 years?

Yes **No**

If yes, we need the following information about your malpractice history per event:

- the type of award (judgement, settlement or arbitration)
- the date payment was awarded or the date claim was closed
- the payment amount in settlement of action or claim
- zip code or county and state of the location where the event occurred
- name of your malpractice insurance carrier, please indicate if you are self-insured

If we have provided pre-printed malpractice information you may find that we have included your carrier's name, and phone number as well as the claim #. This information is provided to you as a way for you to ascertain any of the above elements if they are missing.

The detail involving the specific dollar amount of the insurer's payment in settlement of the malpractice action or claim, the claim number, and the name of the carrier will not be made public. If the facts as you see them here are not accurate, please note the correction on this form and contact the insurance carrier at the phone number provided. If the list is incomplete, you must provide the above detail for any missing malpractice event within the past 10 years in the space provided.

NOTE: Please note that if you have medical malpractice payments that have been awarded on your behalf you will receive a separate letter regarding how this medical malpractice history will be disclosed to the public. In that letter if you have two or fewer settlements in the past ten year period you will be given the opportunity to provide any additional factual information, including supporting documentation, that you believe to be pertinent in the Department's consideration of whether this settlement information is relevant to patient decision making and consequently, included in your profile. **Do not supply any additional information or documentation related to your medical malpractice case at this time. Please supply the required facts only.**

Type:

Claim Number:

Date:

Amount:

Facility Name:

County and State Name:

Zip Code:

Carrier Phone Number:

Insurance Company:

I request this change and/or addition to the data provided.



Please **PRINT LEGIBLY** so we can record your information accurately

1-12345678-S
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12. Licensee Actions

A. New York Licensee Actions

Any action taken by the New York State Board of Professional Medical Conduct against your license within the past 10 years, except those that remain confidential pursuant to law, must be available on your profile.

There is no record of any action taken against your license by the New York State Board of Professional Medical Conduct.

12. Licensee Actions, continued

B. Out-of-State Licensee Actions

Have any actions been taken against you, except those that remain confidential pursuant to law, as a result of professional misconduct proceedings by any other state or licensing entity within the past 10 years?

If yes, list the state or licensing entity, date, action taken, and summary of misconduct.(see example, right.)

Example For Illustration Purposes Only:

Date: 7/17/98

State: California

Action: License suspension for one year

Summary: Self-administering anabolic steroids without proper medical indication.

Yes No

Date:

State:

Action:

Summary:

I request this change and/or addition to the data provided.

13. Current Limitations

Are there any current restrictions/limitations against you, except those that remain confidential pursuant to law, as a result of actions taken by the NYS Board of Professional Medical Conduct or any similar actions pursuant to any State, Province or Country to a specified area, type, scope or condition of practice?

If yes, list the state, province or country, and describe the restrictions or limitations. (Attach a separate sheet if necessary.)

Yes No

State:

Description:



Please **PRINT LEGIBLY** so we can record your information accurately

1-12345678-S
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14. Hospital Privilege Restrictions

Within the past 10 years, has there been any loss or involuntary restriction of your hospital privileges or removal of your medical staff membership related to the quality of patient care you delivered and where procedural due process has been afforded, exhausted or waived?

If yes, write the date or dates of the loss or restriction.

Yes No

____/____/____ ____/____/____

Have you failed to renew your professional privileges or resigned from medical staff membership in lieu of a pending disciplinary case against you related to the quality of patient care you delivered?

If yes, write the date or dates of failure to renew or resignation.

Yes No

____/____/____ ____/____/____

15. Criminal Convictions

Have you been convicted of a crime (felony or misdemeanor) in any state, province or country within the past 10 years?

If yes, list the offense and date of conviction.

Yes No

Offense

Conviction Date

_____	____/____/____
_____	____/____/____
_____	____/____/____



Please **PRINT LEGIBLY** so we can record your information accurately

1-12345678-S
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OPTIONAL INFORMATION

Completing the final four sections is optional. These sections provide you the opportunity to present additional information about yourself to the public if you choose to do so.

16. Practice (Optional)

For each practice location, list practice name, complete address, and phone number. (If more than one office, list in order of where you practice most often)

List the names of the physicians in your practice group. (Attach a separate sheet of paper if necessary.)

NOTE: This information could be important to patients in order to identify physicians located in specific locations.

Name:	Name:
Address:	Address:
Phone:	Phone:
Physicians:	Physicians:
Name:	Name:
Address:	Address:
Phone:	Phone:
Physicians:	Physicians:

17. Publications (Optional)

List articles or research papers you have published in peer-reviewed medical literature within the past 10 years. (include article name, journal name and year. Attach a separate sheet if necessary.)

Article(100 character maximum)	Journal(100 character maximum)	Year



18. Professional and Community Service Activities *(Optional)*

List your professional or community service activities or awards received. *(Attach a separate sheet if necessary.)*

Organization and Service Description

19. Health Plan Contracts or Other Affiliation *(Optional)*

With what health plans are you contracted or affiliated? *Check plans that apply.*

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> ABC Health Plan, Inc.; NY | <input type="checkbox"/> Empire HealthChoice, Inc.; NY | <input type="checkbox"/> Independent Health Association, Inc.; Buffalo | <input type="checkbox"/> St. Barnabas Community Health Plan (Partners in Health) |
| <input type="checkbox"/> Aetna Health Inc. | <input type="checkbox"/> Excellus Health Plan, Inc.; Rochester | <input type="checkbox"/> Independent Health Association, Inc.; Tarrytown | <input type="checkbox"/> Suffolk County Department of Health Services; Hauppauge |
| <input type="checkbox"/> Affinity Health Plan | <input type="checkbox"/> Excellus Health Plan, Inc.; Syracuse | <input type="checkbox"/> MagnaHealth; Garden City | <input type="checkbox"/> The NY Hospital Community Health Plan; NY |
| <input type="checkbox"/> AmeriChoice of NY, Inc.; NY | <input type="checkbox"/> Excellus Health Plan, Inc.; Utica | <input type="checkbox"/> Managed Health, Inc.; (HealthFirst, A+ Health Plan) NY | <input type="checkbox"/> UnitedHealthcare of NY, Inc.; NY |
| <input type="checkbox"/> AmeriHealth Health Plan, Inc.; Elmsford | <input type="checkbox"/> Finger Lakes HMO (Excellus) | <input type="checkbox"/> MDNY Healthcare, Inc.; Melville | <input type="checkbox"/> UnitedHealthcare of Upstate NY, Inc.; East Syracuse |
| <input type="checkbox"/> Atlantis Health Plan, Inc.; NY | <input type="checkbox"/> GHI HMO Select, Inc.; Kingston | <input type="checkbox"/> MetroPlus Health Plan; NY | <input type="checkbox"/> Univera Health Care (Excellus) |
| <input type="checkbox"/> Buffalo Community Health, Inc.; Buffalo | <input type="checkbox"/> Health Insurance Plan of Greater NY, Inc.; NY | <input type="checkbox"/> MVP Health Plan, Inc.; Schenectady | <input type="checkbox"/> Upstate HMO (Excellus) |
| <input type="checkbox"/> Capital District Physicians Health Plan; Albany | <input type="checkbox"/> HealthFirst PHSP, Inc.; NY | <input type="checkbox"/> Neighborhood Health Providers, LLC; NY | <input type="checkbox"/> Vytra Health Plans Long Island, Inc.; Melville |
| <input type="checkbox"/> CarePlus, LLC; NY | <input type="checkbox"/> HealthNet | <input type="checkbox"/> NYS Catholic Health Plan (Fidelis Care NY, Better Health Plan) | <input type="checkbox"/> WellCare of NY, Inc.; Newburgh |
| <input type="checkbox"/> CenterCare, Inc.; NY | <input type="checkbox"/> HEALTHNOW NEW YORK INC.; Albany | <input type="checkbox"/> Oxford Health Plans of NY; NY | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Cigna Healthcare of NY, Inc.; NY | <input type="checkbox"/> HEALTHNOW NEW YORK; (Community Blue) Buffalo | <input type="checkbox"/> Rochester Area HMO/Preferred Care; Rochester | _____ |
| <input type="checkbox"/> Community Choice Health Plan of Westchester, Inc.; Yonkers | <input type="checkbox"/> HealthPlus, Inc.; Brooklyn | <input type="checkbox"/> SCHC Total Care, Inc.; Syracuse | _____ |
| <input type="checkbox"/> Community Premier Plus, Inc.; NY | <input type="checkbox"/> Horizon HealthCare of NY, Inc.; NY | | |
| <input type="checkbox"/> Elderplan, Inc.; Brooklyn | <input type="checkbox"/> Hudson Health Plan (formerly WPHSP) | | |
| <input type="checkbox"/> Empire Blue Cross & Blue Shield HMO; NY | | | |

For office use only.

_____ (code)									
_____ (code)									

Attachment 19

Bidder Checklist

Please check off each section as you include it in your proposal and return this sheet, signed, with your proposal.

Technical Proposal:

- () Proposal Cover Sheet
- () Bidder Checklist
- () Table of Contents
- () Bidder Qualifications
- () Project Narrative
- () Workplan

Financial Proposal:

- () Bid Form
- () Vendor Responsibility Attestation
- () Financial Capacity

Signature of Bidder Organization CEO:

Date: _____

Attachment 20
Confidentiality Protocol

The bidder must sign and return the Confidentiality Agreement and Certificate of Nondisclosure in order to gain access to the New York Physician Profile Documentation Library.

**CONFIDENTIALITY AGREEMENT
AND
CERTIFICATE OF NONDISCLOSURE**

Procurement of a Contract for the New York State
New York Physician Profile

State of _____)
County of _____) ss.:

_____, being duly sworn, deposes and says
that he/she is
(Print or type full name)
_____ of _____,
(Title or Capacity) (Name of Firm)

the firm which executed this instrument, that he/she is authorized by said firm to execute this instrument, and that on behalf of said firm he/she acknowledges that the firm hereby agrees that any information pertaining to any New York Physician Profile documentation, supplied to or obtained by the firm, its officers, agents and employees in relation to the procurement of a contractor for the New York Physician Profile, is confidential to the extent provided by law, including Public Officers Law, Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), Article 6-A (Personal Privacy Protection Act), and may not be used for any purpose other than the formulation of a good faith offer for said procurement, and that any other use, or release to any party, of any such confidential information, without prior written consent of the New York Physician Profile shall constitute a breach of confidentiality and may result in disqualification of the firm from the procurement, or the imposition of other sanctions as deemed appropriate by New York Physician Profile.

(Name of Firm)

By: _____
(Signature)

Sworn to before me this
_____ day of _____, 2009

NOTARY PUBLIC