



Request for Proposal (RFP)

**New York State Department of Health
(NYSDOH)**

**Medicaid Data Warehouse (MDW)
Replacement /OHIP Data Mart Operational
Support**

**Quality Assurance (QA)
Project**

December 2009

Request for Proposal (RFP)
Medicaid Data Warehouse (MDW) Replacement /OHIP Data Mart Operational
Support
Quality Assurance (QA) Project

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For further information regarding these statutory provisions, see the Lobbying Statute summary in Section IV.M Administrative Requirements Lobbying Statute of this solicitation.

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The following attachments are included with, and hereby incorporated in, this RFP:

ATTACHMENT A – BID FORM

ATTACHMENT B – NO BID FORM

ATTACHMENT C – APPENDIX A STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

ATTACHMENT D – GENERAL SPECIFICATIONS

ATTACHMENT E – CONTRACTOR CERTIFICATION (FORM ST-220-TD)

ATTACHMENT F – CONTRACTOR CERTIFICATION TO COVERED AGENCY (FORM ST-220-CA)

ATTACHMENT G– STATE CONSULTANT SERVICES CONTRACTOR PLANNED EMPLOYMENT REPORT (FORM A)

ATTACHMENT H – STATE CONSULTANT SERVICES CONTRACTOR'S ANNUAL EMPLOYMENT REPORT (FORM B)

ATTACHMENT I– VENDOR RESPONSIBILITY ATTESTATION

ATTACHMENT J – DOH APPENDIX H HIPAA

ATTACHMENT K – M/WBE PROCUREMENT FORMS

ATTACHMENT L – STAFFING QUALIFICATIONS

ATTACHMENT M – PRICING SCHEDULE

ATTACHMENT N – REQUIREMENTS CHECKLIST

ATTACHMENT O – TRANSMITTAL LETTER TEMPLATE

I. Overview of the New York State Department of Health (NYSDOH) Medicaid Data Warehouse (MDW) Replacement/OHIP Data Mart Operational Support Quality Assurance (QA) Project

A. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to procure the services of a quality assurance (QA) contractor for a base six year term (plus two one year options and/or six one month options) to support the New York State Department of Health (the Department) by:

- providing ongoing monitoring of the current data warehouse provided under eMedNY, including assessments and recommendations on the architecture and optimization of the eMedNY data warehouse, source system integration, and activities dependent on data warehouse production and the turnover assistance that the current data warehouse contractor is providing to the Medicaid Data Warehouse (MDW) contractor;
- monitoring the effectiveness of quality management practices of the MDW Replacement/Office of Health Insurance Programs (OHIP) Data Mart Operational Support contractor;
- conducting independent QA of project activities; and,
- providing the Department with project management support services including development of an enterprise-wide data governance structure, status reporting, project risk assessments, contractor deliverable reviews, ongoing technical/operational reviews, and support for the Centers for Medicare and Medicaid Services (CMS) Federal Certification process.

The contractor, including parent and or subsidiaries companies or other companies in which it has a financial or legal interest, selected as a result of this procurement will be precluded from involvement, in any manner, in the preparation of a proposal on the subsequent request for proposal for procurement of the eMedNY MMIS contract or acting as a contractor, subcontractor or agent to the fiscal agent selected. In addition, the contractor, including parent and or subsidiaries companies or other companies in which it has a financial or legal interest, selected as a result of the “Request for Proposal New York State Department of Health Medicaid Data Warehouse Replacement/OHIP Data Mart Operational Support Project,” or any of its subcontractors or agents, are precluded from involvement as a contractor, subcontractor, or agent in the contract awarded in response to this RFP.

B. DEPARTMENT OVERVIEW AND REFORM AGENDA

The Department is the Single State Agency responsible for the administration of New York’s Medicaid program. Under federal and state law and regulations, the Department administers Medicaid in conjunction with 58 local social services districts and other state agencies including the Office of Mental Health (OMH), the Office of Alcohol and Substance Abuse (OASAS), the Office for Children and Family Services (OCFS), the Office of Temporary

Disability Assistance (OTDA), the Office of Mental Retardation and Developmental Disabilities (OMRDD) and the Office of the Medicaid Inspector General (OMIG).

New York's Medicaid program is one of the largest insurance programs in the nation, providing health care coverage to over four (4) million people, approximately 2.6 million of which receive their health care through enrollment in a managed care plan. Medicaid's annual cost is \$47 billion which comprises thirty percent (30%) of the State budget.

Within the Department, OHIP is directly responsible for administering public health insurance programs including Medicaid, Family Health Plus, which is a Medicaid expansion covering low-income workers, Child Health Plus which covers 380,000 children who are not eligible for Medicaid, and the Elderly Pharmaceutical Insurance Coverage Program (EPIC) which provides prescription drug coverage to over 300,000 seniors who meet the program's income criteria. OHIP was established in January 2007 with the mission of ensuring that eligible New Yorkers are able to get and keep coverage; buying value (defined as quality, cost-care) for beneficiaries; and advancing health system reform. The 2008-09 State Budget made significant strides in achieving these reform objectives. For example, it broadens coverage and makes it more accessible, begins the process of investing in ambulatory care to reduce preventable inpatient hospital stays and strengthens the commitment to quality through such measures as primary care standards, retrospective review of services and selective contracting. As OHIP implements these reforms and continues to advance the health care reform agenda, the MDW will play a critical role in supporting all stakeholders in the development and evaluation of reform initiatives.

Another critical element of New York's health care reform is expanding the adoption of advanced health information technology (HIT). A number of health care reform initiatives currently underway will rely upon a high-availability MDW that includes a suite of analytical tools capable of supporting increasingly complex analyses of Medicaid data. The Department is currently working to develop an architectural framework and set of principles to support the implementation of New York State's health information infrastructure (NYHII), including a Statewide Health Information Network for New York (SHIN-NY). The SHIN-NY is the lynchpin for achieving interoperable HIT and realizing the expected benefit from HIT in improving health care quality, affordability and outcomes for New Yorkers.

The Department is also working to establish an interoperable Health Information Exchange (HIE) to initially share medication history data and progress to the development and implementation of an electronic health record for all Medicaid recipients. Efforts are also underway to complete an extensive retrospective utilization review of eligible Medicaid program enrollees, using both evidence based data/disease management analysis and resource utilization review techniques. This project will include the development of utilization profiles for both Medicaid providers and enrollees, and the identification of providers that demonstrate a pattern of inappropriate evidence based utilization or inappropriate resource utilization. A high-availability MDW with advanced analytical capabilities will be a critical element to the successful completion of these initiatives.

C. MEDICAID DATA WAREHOUSE PROJECT BACKGROUND

The current eMedNY data warehouse was designed and built from requirements presented in a procurement completed over ten years ago. Since that time new State and Federal health care programs and the consolidation of existing programs have increased the need for better management and manipulation of health care claims information at the State level. Health Insurance Portability and Accountability Act (HIPAA), National Provider Identifier (NPI), Medicare Part D, State and local drug subsidy programs, drug rebates, Electronic Data Exchange and Fraud and Abuse dictate how claims, referrals and certain transactional information products are created and used. The ability to keep pace with the health care information needs requires the mastery of all the data related to the provision of health care.

The Department is in the process of procuring a replacement MDW that will play a central role in New York State's Medicaid program. The MDW is a resource serving State and local government, as well as the Federal government, with plans for future use by non-government health care professionals. As the MDW emerges as a frontline information resource the following characteristics will be critical:

- Data integrity;
- Shorter timeframes for the refresh of information;
- High availability to information and analytical functions;
- Metadata tools that are easy to maintain and consumer friendly; and
- Business Intelligence (BI) tools which are powerful and simple to use.

New York State health care program managers will rely heavily on the data and supporting analytical capabilities provided by the MDW, a central resource enhancing their ability to improve the delivery of health care service to clients. The MDW has the potential to significantly impact how agencies manage program change. The potential for wide ranging program analysis and feedback to the healthcare community is enormous. New York State has been a leader in the development of health care and fraud and abuse information systems and will continue to be a leader in the ongoing development of health care information systems.

The Department expects that the replacement MDW with these characteristics, along with the OHIP Data Mart, will be valuable tools to help improve clinical outcomes, assist with fraud detection and enhance the process of policy budget formulation.

C.1 CURRENT EMEDNY DATA WAREHOUSE OPERATIONAL SUPPORT PHASE

The current eMedNY data warehouse will continue to operate in the production environment until June 30, 2010, when the replacement MDW becomes operational. During the first year of the replacement MDW contract (currently anticipated to commence late fall of 2009), the current eMedNY data warehouse and replacement MDW contractors will both be assisting the Department. As a result, the contract resulting from this procurement will include QA support services to assist the Department monitoring ongoing activities (including

development of turnover materials) of the current eMedNY data warehouse contractor, as well as the activities of the replacement MDW contractor.

C.2 MEDICAID DATA WAREHOUSE (MDW) REPLACEMENT/OHIP DATA MART OPERATIONAL SUPPORT PROJECT PHASES

Within the context of a six year contract, the MDW Replacement/OHIP Data Mart Operational Support Project is comprised of two distinct projects – the MDW Replacement Project and the OHIP Data Mart Operation Support Project. The MDW Replacement Project is a complete replacement, enhancement and ongoing operation of the Medicaid data warehouse. The OHIP Data Mart Operational Support Project merely provides data center hosting (including telecommunications) for the OHIP Data Mart.

The OHIP Data Mart Operational Support Project will be divided into two phases. During the first year of the contract, the new hosting configuration will be sized, installed and tested. OHIP Data Mart applications will be loaded onto the new configuration and tested to insure that the applications run without problem. At the end of the first year, it is anticipated that all OHIP Data Mart hosting activities will be shifted to the new MDW contractor. Ongoing operational support will continue for the OHIP Data Mart from years 2 through 6 and any additional time that the Department decides to exercise its option.

The MDW Replacement Project is divided into: (1) three (3) developmental phases during years 1-3; (2) an ongoing operational phase (years 2-6); and, (3) system change activities comprised of an annual allocation of 27,000 hours of staff time through the entire life of the contract. During year 1, the MDW contractor will be responsible for installing the new infrastructure and replicating the Legacy functionality in the new technical environment, as well as providing system change management support for undefined user needs such as HIE and Enrollment Center activities.

During year 2, the MDW contractor will start ongoing operations of the replatformed MDW (which will extend through the end of the contract) while concurrently undertaking the 2nd developmental phase which will consist primarily of expanding the number of data sources being loaded into the MDW and a one-time migration of claims history stored in the OHIP Data Mart to the MDW. Ongoing system change management activities will also continue.

During year 3, the MDW contractor will continue ongoing operations while concurrently undertaking the 3rd developmental phase which will consist primarily of developing and implementing a strategy to accept data from the replacement MMIS contractor into the MDW. Ongoing system change management activities will also continue.

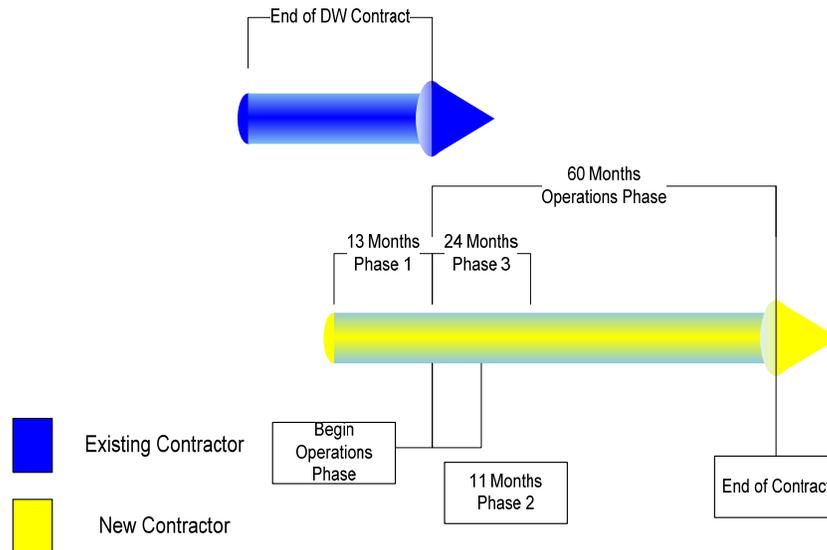
During years 4 through 6 (and any additional time for which the Department decides to exercise its option), the MDW contractor will provide ongoing operational support and system change management activities. Since the MDW contractor is responsible for production functionality necessary to support CMS certification, it is anticipated that during year 4, the MDW contractor will assist the Department during CMS certification activities of the new MMIS.

Start-up of replacement MDW operations is targeted for completion in June 2010, within the timeframe of the existing eMedNY data warehouse contract. The contractor for the replacement MDW will operate the system under the term of the base contract until June 30, 2015 with options for two one-year extensions and six one-month extensions beyond this date.

A copy of the Medicaid Data Warehouse (MDW) Replacement/OHIP Data Mart Operational Support RFP along with two sets of questions and answers are available on the Department's website at <http://nyhealth.gov/funding/rfp/0711050248/>.

The overlapping project phases are represented in the Exhibit I-1 Medicaid Data Warehouse Implementation Phases.

Exhibit I-1: Medicaid Data Warehouse (MDW) Implementation Phases



D. QUALITY ASSURANCE (QA) PROJECT PURPOSE

The purpose of this procurement is to obtain the services of a qualified QA contractor to support the Department in assessing the architecture and ongoing monitoring with recommendations for production optimization of the current eMedNY data warehouse, develop an approach to enterprise data governance, analysis of source system integration for ongoing throughput, and provide in-depth QA support during the design, development, implementation and operation of the replacement MDW and the operation of the OHIP Data Mart. Additionally, on an annual basis the Department may require additional assistance on related, emergent activities limited to 4,000 hours per year in accordance with the hourly rates set forth in Attachment M.

The Department seeks a close working partnership with a qualified QA contractor to support efforts to replace the current eMedNY data warehouse with the most sophisticated technology tools available to meet the project objectives described in section I.C Medicaid Data Warehouse Project Background.

II. SCOPE OF WORK

A. INTRODUCTION

The Department seeks the services of a qualified QA contractor to monitor progress of the replacement MDW contractor during the design, development and implementation of the new MDW and transition of operational support responsibilities of the OHIP Data Mart to the new MDW contractor, as well as provide ongoing QA support during ongoing operations. This includes, but is not limited to the following:

1. Monitor the effectiveness of quality management practices of the current eMedNY data warehouse contractor, including assessment of the architecture and development of recommendations for short-term gains in optimizing the production environment, source system integration and the development of turnover materials;
2. Monitor the effectiveness of quality management practices of the MDW Replacement /OHIP Data Mart Operational Support contractor;
3. Conduct independent QA activities, monitoring design, develop and implementation tasks completed by the MDW Replacement/OHIP Data Mart Operational Support contractor;
4. Monitor the technical performance of both the MDW and the OHIP Data Mart; and,
5. Provide project management support services including development of an approach for enterprise data governance, contractor deliverable reviews, project status reporting, risk assessment, and Federal Certification activities.

The QA contractor will assist the Department throughout the project, including:

1. Operations of the current eMedNY data warehouse (approximately 12 months remaining);
2. Phases 1 and 2 of the MDW (25 months);
3. MDW Operations (60 months);
4. Phase 3 – of the MDW (24 months);
5. Systems Change Management Projects (60 months); and,
6. MMIS Certification of MDW subsystems as required by CMS.

B. MAJOR TASKS AND DELIVERABLES

QA is the systematic process of checking to ensure that the legacy MDW meets all operational service level agreements (SLAs); the replacement MDW, its related services, and deliverables are developed to meet all specified MDW requirements; and, OHIP Data Mart operations meets all SLAs.

The QA contractor must provide the following services and related deliverables:

1. Develop and maintain a quality assurance plan;

2. Development of review and evaluation criteria for MDW contractor deliverables;
3. Ongoing risk management services;
4. Ongoing consultation and project management support services (including QA of the operations of the current eMedNY data warehouse);
5. Review and evaluation of MDW contractor deliverables;
6. Monthly and quarterly project status reporting;
7. System change management project QA monitoring; and,
8. MMIS certification support services
(http://www.cms.hhs.gov/MMIS/09_MECT.asp#TopOfPage).

B.1. QUALITY ASSURANCE PLAN

The contractor's QA Plan must provide a detailed project work plan to include, but not be limited to:

1. Separate tasks for each QA activity and checkpoint;
2. Logical sequence and interdependencies including the Department and replacement MDW contractor's tasks;
3. Resource requirements for all parties;
4. Target completion dates for each task;
5. Identification of and compliance with deadlines and milestones; and,
6. Tasks and activities necessary to support the implementation of issue/problem tracking/resolution and risk management methodologies.

The QA Plan must also describe approaches to monitoring replacement MDW contractor project schedule compliance, project scope, implementation of quality control processes and procedures, and adherence to SLAs. The QA Plan must also include the contractor's approach to the evaluation and control of the quality of all replacement MDW contractor project deliverables.

The QA Plan must also address current eMedNY data warehouse operational activities. The QA Plan must be delivered for Department approval within thirty business days of the approval of the contract by the Office of the State Comptroller (OSC). The QA contractor must update this plan as necessary and submit changes to the Department for approval prior to their implementation.

B.2. DEVELOP REVIEW AND EVALUATION CRITERIA FOR MDW CONTRACTOR DELIVERABLES

The QA contractor must develop a complete system of review and compliance procedures which it will implement in reviewing the replacement MDW contractor deliverables. Review procedures must include procedural guidelines, checklists, schedules and turnarounds, standardized reporting forms, identification of deliverables, and any other materials deemed critical or useful for the review process. These procedures must be presented in the QA Plan. They must include support for current eMedNY data warehouse operations and all replacement MDW project phases.

The QA contractor must work with the Department to define appropriate evaluation criteria for each deliverable. Expectations and requirements must be defined in advance to facilitate the appropriate delivery, timely review and ultimate acceptance of each deliverable. Evaluation criteria must include required content, format, documentation, and recourse to be utilized in the event of problem identification. Deliverables to be reviewed and evaluated include, but are not limited to, those set forth in Exhibit II-2 Required QA Contractor Deliverable Requirements by Project Phase.

B.3. ONGOING RISK MANAGEMENT SERVICES

The QA contractor must provide ongoing risk management services to the Department. These services must include support for current eMedNY data warehouse operations and all replacement MDW project phases. They must include, but not be limited to, support in the following areas:

1. Conflict resolution during all project phases;
2. Reviewing and monitoring all project status reports, and investigating and reporting on items that could result in increased risk to the project;
3. Evaluating the impact and probable causes of missed deadlines, identifying corrective actions, developing plans to minimize the impact of missed deadlines, and monitoring the progress of corrective actions; and,
4. Identifying potential risk indicators; i.e., project activities or events that may cause significant levels of risk to the functioning of the system and all its components.

In the event a risk is identified, the QA contractor must provide the Department a written recommendation with mitigation and intervention strategies as part of the QA Status Report.

B.4. ONGOING CONSULTATION AND PROJECT MANAGEMENT SUPPORT SERVICES

The QA contractor must:

1. Provide dedicated staff to maintain a full time presence on-site at the MDW facility in support of the Department through the term of the replacement MDW contract in accordance with the QA staffing requirements necessary to accomplish the tasks below based upon the annual activities of the current eMedNY data warehouse contractor and MDW contractor as discussed in Section I;
2. Serve as an integral member of the project team, providing ongoing technical advice and assistance with project management decision making and planning efforts;
3. Provide the lead in developing an enterprise-wide data governance approach;



4. Be present at and provide documentation in the form of minutes of all project management meetings, project status meetings, steering committee meetings (as required), and be accessible, and available for, joint application design (JAD) sessions and ad hoc meetings as required by the Department;
5. Provide on-going technical advice and assistance in resolving operational issues pertinent to both the current eMedNY data warehouse and replacement MDW; assistance in establishing procedures for monitoring MDW deliverables; assistance in reviewing MDW operational deliverables during the term of the replacement MDW contract; and,
6. Clearly define and document its quality management, project management, issue/problem tracking/resolution and risk management methodologies in its response to this RFP.

B.5. REVIEW AND EVALUATION OF MDW CONTRACTOR DELIVERABLES

The QA contractor must review in detail all deliverables from the MDW contractors and work with the Department to assess the quality and acceptability of deliverables. Review procedures must be implemented and reports must be provided to the Department and to the MDW contractors regarding the recommended acceptance or rejection of deliverables. Deliverables to be reviewed and evaluated include, but are not limited to, those set forth in Exhibit II-2 Required QA Contractor Deliverable Requirements by Project Phase.

B.6. MONTHLY AND QUARTERLY PROJECT STATUS REPORTING

The QA contractor must attend meetings (scheduled and ad hoc) as determined by the Department and by the QA Work Plan. The QA contractor must prepare the agenda and minutes to track highlights and issues discussed. Meeting minutes must be submitted to the Department within two business days of the meeting.

B.6.1. Monthly Status Reporting

QA Status Reports are required monthly and will cover the status of QA tasks and the review and monitoring of MDW tasks and Department tasks.

Status reports on QA tasks must include, but are not limited to:

1. Project status and stage of completion;
2. Accomplishments during the reporting period;
3. Problems identified and corresponding resolutions;
4. Immediate goals for the next reporting period;
5. Issues that need to be addressed;
6. Identification of schedule slippages and recommendations for resolution; and,
7. Current contractor staff assignments, schedules, locations.



Status reports on Department and MDW Contractor tasks must include, but are not limited to, reviews of the following:

1. Operational issues that need to be addressed;
2. Identification of any schedule slippage and strategy for resolution;
3. Corrective action status;
4. Risk indicators that are likely to cause significant levels of risk to the functioning of the project (late deliverables, cost overruns, unanticipated events, etc.);
5. Recommended risk mitigation strategies; and,
6. Deviations from the APD and RFP requirements.

QA Status Reports must be delivered to the Department within two business days of the close of the month period.

B.6.2. Quarterly Status Reporting

Written Quarterly QA Status Reports must be delivered to the Department on or before the tenth (10th) business day of the month following the end of each contract year quarter. This document will be the primary tool for reporting to Federal and other State officials on program matters.

B.7. SYSTEM CHANGE MANAGEMENT PROJECT QA MONITORING SERVICES

For all System Change Management project activities, the QA contractor must:

1. Provide ongoing consultation and project and risk management support;
2. Develop review and evaluation criteria for MDW contractor deliverables;
3. Review and evaluate MDW contractor deliverables; and,
4. Provide monthly and quarterly project status reporting.

MDW Contractor deliverables to be reviewed may include, but not be limited to requirements definition, technical design and test result documents.

B.8. MMIS CERTIFICATION SUPPORT SERVICES

The Department elected to pursue the replacement of both the data warehouse and MMIS portions of eMedNY, employing a phased-in approach comprised of separate procurements for the data warehouse and MMIS. The Department plans to complete the procurement for a Medicaid Data Warehouse (MDW)/OHIP Data Mart contractor in the fall of 2009. The replacement MDW will provide Program Management (i.e., Data Warehouse, Management and Administrative Reporting (MARS) and Federal reporting); Program Integrity (i.e., Surveillance and Utilization Review Subsystem (SURS), Prospective Drug Utilization Review (Pro-DUR) and Retrospective Drug Utilization Review (R-DUR)); and, Care Management (i.e., Early and Periodic Screening and Diagnostic Treatment (EPSDT)) functionality, in compliance with Federal MMIS certification requirements.



As a result of this strategy, successful completion of the Federal MMIS certification process will require review and validation of subsystems resident in both the replacement MDW and MMIS. The MMIS certification process is comprised of a series of activities set forth in the September 2007 CMS Medicaid Enterprise Certification Toolkit. The Department anticipates the replacement MDW and MMIS will be certified by CMS using the Toolkit and its checklists.

The QA contractor must support the Department in these efforts by the review and validation of MARS, Federal Reporting, SURS, Pro-DUR, R-DUR and EPSDT functionality implemented as part of the replacement MDW.

QA contractor support must include, but not be limited to:

1. Review, evaluation and validation of requisite MDW subsystems to determine if they meet core CMS Federal MMIS certification requirements;
2. Coordination of certification support with replacement MMIS contractor and Department staff;
3. Establishing checklists for the CMS onsite visits;
4. Support of certification review team/CMS Regional Office staff briefing and pre-certification meeting/call;
5. Completion of preparations for CMS onsite visits;
6. Support for the entrance conference, MDW evaluation and exit conference with State debriefing;
7. Analysis of data;
8. Resolution of issues;
9. Review of CMS certification report; and,
10. Preparation of Department response to CMS.

B.9. REQUIRED QA CONTRACTOR METHODOLOGIES AND DELIVERABLES

Offerors must provide quality management, project management, issue/problem tracking/resolution and risk management methodologies listed in Exhibit II-1 as part of their proposals. Exhibit II-2 provides a listing of deliverables the QA contractor must provide the Department during the term of the MDW contract primarily in response to the MDW contractor developing and providing for Department approval specific contract deliverables.

Exhibit II-1: QA Contractor Methodology Included As Part of Proposal Requirements

Deliverables		Due Date
<u>B.4 Ongoing Consultation and Project Management Support Services</u>		
Quality Management Methodology		Proposal due date
Project Management/Data Governance Methodology		Proposal due date
Issue/Problem Tracking/Resolution Methodology		Proposal due date
Risk Management Methodology		Proposal due date



Exhibit II-2: QA Contractor Deliverable Requirements by Project Phase

Deliverables	Due Date
<u>B.1 Quality Assurance Plan</u>	
Quality Assurance Plan	Contract approval date by OSC + 30 business days
Quality Assurance Plan Updates	As required by the Department
<u>B.2 Develop Review and Evaluation Criteria for MDW Contractor Deliverables</u>	
Develop Deliverable Review and Evaluation Criteria (required for each deliverable)	Set by MDW project schedule
<u>B.3 Ongoing Risk Management</u>	
Provide Ongoing Risk Management Services	Set by MDW project schedule
<u>B.4 Ongoing Consultation and Project Management Support Services</u>	
Provide Consultation and Project Management Support Services	Set by MDW project schedule
<u>B.5 Review and Evaluation of MDW Contractor Deliverables</u>	
Review MDW Project Deliverables and Provide Written QA Analysis Reports for each deliverable listed, below.	
Phase 1: Project Initiation and Planning	
Project Plan and Project Schedule	Set by MDW project schedule
Phase 1 Scope & Approach Document	Set by MDW project schedule
Staffing Plan	Set by MDW project schedule
Configuration Management Plan	Set by MDW project schedule
Document Management Plan	Set by MDW project schedule
Issue/Resolution Plan	Set by MDW project schedule
Quality Management Plan	Set by MDW project schedule
Risk Management Plan	Set by MDW project schedule
Security, Privacy and Confidentiality Plan	Set by MDW project schedule
Facility Management Plan	Set by MDW project schedule
Physical Security Plan	Set by MDW project schedule
Training Plan	Set by MDW project schedule
Business Continuity Plan	Set by MDW project schedule



Deliverables	Due Date
<p>Phase 1: Requirements Definition and Analysis</p> <p>MDW Requirements Definition Document (RDD) MDW Conceptual Data Model Requirements Traceability Matrix</p>	<p>Set by MDW project schedule Set by MDW project schedule Set by MDW project schedule</p>
<p>Phase 1: Design</p> <p>MDW Logical/Physical Data Model MDW Technical Design Document (TDD)</p>	<p>Set by MDW project schedule Set by MDW project schedule</p>
<p>Phase 1: Construction</p> <p>MDW Unit Tested Code and Associated Documentation</p>	<p>Set by MDW project schedule</p>
<p>Phase 1: Testing</p> <p>MDW Development Test Plan MDW User Acceptance Test Plan MDW Test Scripts, Cases and Results</p>	<p>Set by MDW project schedule Set by MDW project schedule Set by MDW project schedule</p>
<p>Phase 1: Implementation</p> <p>MDW Training Plan (including training curriculum and materials) MDW User Documentation MDW Operations Manual MDW As-Delivered System Documentation</p> <p>OHIP Data Mart Operations Manual</p>	<p>Set by MDW project schedule</p> <p>Set by MDW project schedule Set by MDW project schedule Set by MDW project schedule</p> <p>Set by MDW project schedule</p>
<p>Phase 2: Project Initiation and Planning</p> <p>Project Plan and Project Schedule* Phase 2 Scope & Approach Document</p> <p>* Must address both MDW Replacement and OHIP Data Mart tasks and activities</p>	<p>Set by MDW project schedule Set by MDW project schedule</p>
<p>Phase 2: Requirements Definition and Analysis</p> <p>MDW Requirements Definition Document (RDD) MDW Conceptual Data Model Requirements Traceability Matrix</p>	<p>Set by MDW project schedule Set by MDW project schedule Set by MDW project schedule</p>
<p>Phase 2: Design</p> <p>MDW Logical/Physical Data Model MDW Technical Design Document (TDD)</p>	<p>Set by MDW project schedule Set by MDW project schedule</p>



Deliverables	Due Date
<p>Phase 2: Construction</p> <p>MDW Unit Tested Code and Associated Documentation</p>	<p>Set by MDW project schedule</p>
<p>Phase 2: Testing</p> <p>MDW System Test Plan MDW User Acceptance Test Plan MDW Test Scripts, Cases and Results</p>	<p>Set by MDW project schedule Set by MDW project schedule Set by MDW project schedule</p>
<p>Phase 2: Implementation</p> <p>MDW Training Plan (including training curriculum and materials) MDW User Documentation MDW Operations Manual MDW As-Delivered System Documentation</p> <p>OHIP Data Mart Operations Manual</p>	<p>Set by MDW project schedule Set by MDW project schedule Set by MDW project schedule Set by MDW project schedule</p>
<p>Phase 3: Project Initiation and Planning</p> <p>Project Plan and Project Schedule* Phase 3 Scope & Approach Document</p> <p>* Must address both MDW Replacement and OHIP Data Mart tasks and activities</p>	<p>Set by MDW project schedule Set by MDW project schedule</p>
<p>Phase 3: Requirements Definition and Analysis</p> <p>MDW Requirements Definition Document (RDD) MDW Conceptual Data Model Requirements Traceability Matrix</p>	<p>Set by MDW project schedule Set by MDW project schedule Set by MDW project schedule</p>
<p>Phase 3: Design</p> <p>MDW Logical/Physical Data Model MDW Technical Design Document (TDD)</p>	<p>Set by MDW project schedule Set by MDW project schedule</p>
<p>Phase 3: Construction</p> <p>MDW Unit Tested Code and Associated Documentation</p>	<p>Set by MDW project schedule</p>
<p>Phase 3: Testing</p> <p>MDW System Test Plan MDW User Acceptance Test Plan MDW Test Scripts, Cases and Results</p>	<p>Set by MDW project schedule Set by MDW project schedule Set by MDW project schedule</p>



Deliverables	Due Date
Phase 3: Implementation	
MDW Training Plan (including training curriculum and materials)	Set by MDW project schedule
MDW User Documentation	Set by MDW project schedule
MDW Operations Manual	Set by MDW project schedule
MDW As-Delivered System Documentation	Set by MDW project schedule
OHIP Data Mart Operations Manual	Set by MDW project schedule
MDW and OHIP Data Mart Turnover Plan	Set by MDW project schedule
NOTE: The MDW Operations Phase does not include any required documentation deliverables.	
<u>B.6 Monthly and Quarterly QA Status Reporting</u>	
Monthly Status Reporting w/ Risk Assessment	Within two business days of the close of each month period
Quarterly Status Reporting w/ Risk Assessment	Tenth business day of the month following the end of each contract year quarter
<u>B.7 Systems Change Management Project QA Monitoring</u>	
Review MDW System Change Management Project Deliverables	Set by MDW project schedule
<u>B.8 MMIS Certification Support for MDW Subsystems</u>	
Review, evaluation and validation of requisite MDW subsystems to determine if they meet core CMS Federal MMIS certification requirements.	Set by MDW project schedule
Coordination of certification support with replacement MMIS contractor and Department staff; Establishing checklists for the CMS onsite visits; Support of certification review team/CMS Regional Office staff briefing and pre-certification meeting/call; Completion of preparations for CMS onsite visits; Support for the entrance conference, MDW evaluation and exit conference with State debriefing; Analysis of data; Resolution of issues; Review of CMS certification report; Preparation of Department response to CMS.	Set by MDW project schedule

C. GENERAL SCOPE REQUIREMENTS

1. All deliverables, materials or other submissions provided by the Contractor must meet the form and content requirements specified by the Department. Such deliverables or other materials are subject to Department approval;
2. If the Department determines that a deliverable cannot be approved, the Contractor will have a cure period beginning with notice from the Department that the deliverable is not approved. The cure period will last for ten (10) business days from the notice of deliverable rejection. If, at the end of the cure period, the deliverable(s) submitted by the Contractor cannot be approved by the Department, the Department may, at its sole discretion, withhold all or part of the next monthly payment and any subsequent payments until the deliverable(s) are acceptable to the Department;
3. The Contractor work plan also must provide sufficient time (a minimum of ten (10) business days) for the Department review and approval of each deliverable based on the scope of the deliverable;
4. In the event the Contractor fails to submit a deliverable or submits a deliverable the Department determines cannot be approved, the Department may withhold payment for the applicable period; and,
5. The Contractor must establish project management and reporting standards and communication protocols to be approved by the Department.

D. QA CONTRACTOR STAFFING REQUIREMENTS

Staffing levels will be defined by the QA contractor to accomplish the required tasks. The Department retains the right to approve or disapprove the QA contractor's proposed staffing.

Attachment L Staffing Qualifications presents detailed qualifications for the project Manager and a listing of applicable skills for the staff as a whole. The determination of whether a skill is applicable shall be made solely by the Department.

The Department reserves the right to require the Contractor to replace specified Contractor employees. The Department will not exercise this authority unreasonably. The Contractor agrees to substitute, with the Department's prior approval, any employee so replaced with an employee of equal or better qualifications.

D.1. PROJECT MANAGER

The Project Manager will provide the expertise and management for the data warehouse QA project. This resource is responsible for providing the leadership, creating standards and creating processes required for the successful implementation of QA principles to the operation,



maintenance and long-term growth of the data warehouse. The Project Manager is strategic in nature, providing the methodological foundation for the data warehouse QA function.

The QA Project Manager must be full-time, dedicated and working on-site at the MDW facility in Albany.

While there must be a single named QA Project Manager, this does not preclude an offeror including additional staff at this level should the offeror feel that a specific activity required additional staff time at this expertise level.

E. ADDITIONAL ACTIVITIES UNDERTAKEN WITHIN THE SCOPE OF THE MEDICAID DATA WAREHOUSE

The Department recognizes that changes in State or Federal legislation or regulations might significantly impact the emphasis on particular activities for the MDW and therefore expand the QA staffing activities described in this RFP. The Department requires the contractor be able to support up to 4,000 additional hours per year that might be needed to provide QA services for this increased level of activity.

Any work undertaken utilizing any of the 4,000 hours shall be based upon a specific project request from the Department. Prior to commencing work, the contractor will develop and submit for Department approval a work plan including but not limited to estimated hours, staffing titles and staff resumes. Upon approval of the work plan by the Department, the contractor may begin work on the project.

Payment will be based on the actual hours worked on each approved project at the blended hourly rate as presented in Attachment M Pricing Schedule. The allotment of 4,000 annual hours is to be used only for the time spent directly on Department approved projects. Any funds not expended in a contract year will be available in the succeeding years(s) using the blended hourly rate for the corresponding year.

III. PROPOSAL REQUIREMENTS

A. INTRODUCTION

These instructions prescribe the format and content of the offeror's proposal and are designed to facilitate the submission of a proposal that is easy to understand and evaluate.

Proposals should be prepared in the format described in this section. The format of the proposal should follow, in sequence, each of the sections outlined. While the RFP numbering scheme does not need to be followed, the proposal should clearly reference the specific RFP sections by number that are being addressed. Appendices should be similarly sequential.

For the purposes of this section, the terms bidder, offeror and vendor may be used interchangeably and the terms bid, offer or proposal may be used interchangeably.

B. PROPOSAL REQUIREMENTS OVERVIEW

The following sections include requirements that should be met by offerors in the submission of their Request for Proposal (RFP) responses.

B.1 GENERAL REQUIREMENTS

1. By signing the "Bid Form" in Attachment A, each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:
 - a. The RFP and all associated specifications, general and specific appendices, including Appendix A Standard Clauses for NYS Contracts and all schedules and forms included with such documents, as well as subsequently issued and agreed-upon work specifications issued pursuant to this Contract, will become part of any contract entered into, resulting from the RFP. Anything which is not expressly set forth in the above-referenced documents, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
 - b. 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, products and services to be performed and the conditions under which the contract is to be executed.
2. The Department of Health will make no allowances or concession to an offeror for any alleged misunderstanding or deception related to quantity, quality, character, location or other conditions.
3. If an offeror supplies a publication to respond to a requirement, the response should include references to the publication and page numbers. Proposals without these references will be considered to have no reference materials included.
4. The proposal price should 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. Please note that the Department will provide reasonable office space and office equipment at the MDW facility in the Albany area. Work to be provided by subcontractors should be documented in the RFP response.

5. If the use of subcontractors is proposed, the Proposal should explain how the work of subcontractor's will be managed and controlled.

B.2 EXPERIENCE

1. The offeror shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the services required including at least the following:
 - a. The offeror should have a minimum of forty-eight (48) months assisting governmental clients in the areas of project management and quality assurance of complex and large data systems;
 - b. The offeror should have a minimum of forty-eight (48) months assisting clients with contractor adherence to RFP requirements; and,
 - c. The offeror should have relevant experience on systems projects in the health and human services area.
2. An offeror may be disqualified from receiving awards if such offeror or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

B.3 REFERENCES

1. The offeror should provide three (3) references external to the offeror or subcontractor organizations. The purpose is to provide the Department the ability to verify the claims made in the proposal by the offeror.
2. Each of the references provided should meet all of the following criteria:
 - a. Every reference should be with regard to a project implemented within the past ten (10) years;
 - b. The services provided for each of the references should have included QA activities related to system design, development, implementation, maintenance and operations; and,
 - c. At least one of the references should be for QA pertaining to a healthcare data system or should be for a United States-based governmental (Federal, State or local) client.
3. The Department reserves the right to contact additional references (i.e., those known to the Department as clients of the offeror but not listed by the offeror as a reference).

B.4 CONFLICT OF INTEREST

As part of its bid submission, the offeror (and /or any subcontractor) must disclose all business relationships with and/or ownership interests in any managed care plan and/or health insurance program operating in New York State. In cases where such relationship(s) and/or interests exist, offeror must describe how an actual or potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.

The Department reserves the right to reject bids, at its sole discretion, based on any actual or perceived Conflict of Interest.



Each offeror and the successful contractor shall ensure that its officers, employees, agents, consultants and/or sub-contractors comply with the requirements of the New York State Public Officers Law ("POL"), as amended, including but not limited to Sections 73 and 74, as amended, with regard to ethical standards applicable to State employees.

In signing its Proposal, each offeror guarantees knowledge and full compliance with the provisions of the POL for purposes of this RFP and procurement. Failure to comply with these provisions may result in disqualification from the procurement process, or withdrawal of a proposed contract award and criminal proceedings as may be required by law.

If during the term of a resulting contract, the successful contractor becomes aware of a relationship, actual or potential, which may be considered a violation of the POL, or which may otherwise be considered a conflict of interest, the Contractor shall notify the Department in writing immediately. Failure to comply with these provisions may result in termination or cancellation of the resulting contract and criminal proceedings as may be required by law.

C. PROPOSAL SUBMISSION INSTRUCTIONS

A Proposal consists of two distinct parts: (1) the Technical Proposal, and (2) the Price Proposal. The graphic below outlines the format and volume for submission of each part:

	DVD or CD ROM	Original	Copies
Technical Proposal	1 copy in Adobe PDF; 1 copy in MS Word 2003/XP; and, 1 copy of all project plans in MS Project 2003/XP.	1 Original Hard Copy	11 Hard Copies
Price Proposal – Pricing Schedule	1 copy in Adobe PDF (complete); 1 MS Office copy consisting of: <ul style="list-style-type: none"> • Narrative in MS Word 2003/XP as needed; and, • Worksheets in MS Excel 2003/XP. 	1 Original	5 Copies

1. The complete proposal must be received by the Department in Albany, New York, no later than the time on the day specified on page i of this RFP and at the address specified in Section IV.E.1 Two-part Proposals of this RFP.
2. It is the bidders' responsibility to see that bids are delivered to the address specified in Section IV.E.1 Two-part Proposals of this RFP prior to the date and time of the bid due date. Late bids, for whatever reason, including delay by the carrier or not being received in the Department's mail room in time for transmission to the address specified in Section IV.E.1 Two-part Proposals of this RFP, will not be considered.



3. All proposal materials should be printed on 8.5” x 11” white paper (two-sided), be clearly page numbered on the bottom of each page with appropriate header and footer information. A type size of eleven (11) points or larger shall be used. The Technical Proposal materials should be presented in three-ring binder(s) separate from the sealed Price Proposal. The sealed Price Proposal should also be presented in separate three-ring binder(s);
4. The proposal should be as specific as possible in its responses to provide the Department with an adequate understanding of the intent of the proposal;
5. The Department discourages overly lengthy proposals. In order for the Department to evaluate proposals fairly and completely, proposals should follow the format set out below to provide all requested information. The use of tabs to identify sections and/or subsections is required. The offeror should not repeat information in more than one section of the proposal. If information in one section of the proposal is relevant to a discussion in another section, the offeror should make specific reference to the other section rather than repeating the information; and,
6. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team.

Any questions concerning this RFP contract procurement should be directed to the parties listed in page ii of this document.

D. TECHNICAL PROPOSAL CONTENTS

The Technical Proposal consists of the following sections separated by tabs. Documents and responses should be presented in this order:

Tab	Proposal Contents
1	Table of Contents
2	Transmittal Letter
3	Executive Summary/Statement of Understanding
4	Scope of Work and Staffing
5	Corporate Organization, Experience, and Qualifications

D.1 TABLE OF CONTENTS (TAB 1)

A Table of Contents of the Technical Proposal should be inserted in Tab 1. The Table of Contents will identify all sections (identified here as Tabs), all subsections contained therein, and the corresponding page numbers. The Table of Contents should include all sections and subsections present under Tabs 1 through 5. The Table of Contents found at the beginning of this RFP provides a representative example of what is expected for the Technical Proposal Table of Contents.

D.2 TRANSMITTAL LETTER (TAB 2)

Utilizing the Transmittal Letter template provided in Attachment O, an individual authorized to legally bind the offeror shall complete and sign the Transmittal Letter template and include it in Tab 2. A photocopy of the Transmittal Letter shall be included in each copy of the

Technical Proposal. The Transmittal Letter(s) will be evaluated as part of the screening and shall include:

1. The complete name and address of the company and the name, mailing address, email address, fax number and telephone number for both the authorized signer and the person the Department should contact regarding the proposal;
2. A statement indicating the legal structure of the entity submitting the offer;
3. A statement that the offeror accepts the contract terms and conditions contained in this RFP including attachments;
4. A statement confirming that the offeror has received and acknowledged all Department amendments to the RFP, as may be amended;
5. A statement confirming that the offeror is authorized to do business in New York State;
6. A statement that the offeror does not qualify its proposal or include any exceptions from the RFP;
7. A statement that the proposal of the offeror will remain valid for a minimum of 270 calendar days from the closing date for submission of proposals;
8. A statement in which (i) the offeror has disclosed all business relationships with and/or ownership interests in any managed care plan and/or health insurance program operating in New York State. In cases where such relationship (s) and/or interests exists, and (ii) in cases where such relationship(s) and/or interests exist, offeror must describe how an actual or potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided, and (iii) the offeror guarantees knowledge and full compliance with the New York State Public Officers' Law, as amended, including but not limited to Sections 73 and 74, as amended, with regard to ethical standards applicable to State employees;
9. If a proposal is submitted which proposes to utilize the services of a subcontractor(s), the offeror must provide, in an appendix to the Transmittal Letter, one subcontractor summary for each listed subcontractor. An individual authorized to legally bind the subcontractor should sign that subcontractor's summary document and certify that the information provided is complete and accurate. The summary document should contain the following information:
 - a. Complete name of the subcontractor;
 - b. Complete address of the subcontractor;
 - c. Type of work the subcontractor will be performing;
 - d. Percentage of work the subcontractor will be providing;
 - e. Evidence that the subcontractor is authorized to do business in the State of New York, and is authorized to provide the applicable goods or services in the State of New York;
 - f. A general description of the scope of work to be performed by the subcontractor; and,
 - g. The subcontractor's assertion that it does not discriminate in its employment practices with regards to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

D.3 EXECUTIVE SUMMARY/STATEMENT OF UNDERSTANDING (TAB 3)

Tab 3 shall be labeled Executive Summary/Statement of Understanding and should contain a narrative prepared by the offeror that provides the Department with a collective understanding of the contents of the entire Proposal. The Executive Summary/Statement of Understanding should briefly summarize the offeror's understanding of the services that the Department is requesting, the strengths of the offeror, the key features that distinguishes its proposed approach to meet the requirements of the RFP and the major benefits offered by this proposal. The Executive Summary is limited to twenty (20) pages in length (any submitted text beyond this length will be disregarded by evaluators).

D.4 SCOPE OF WORK AND STAFFING (TAB 4)

Tab 4 shall be labeled Scope of Work and Staffing. In this section, the offeror should provide detailed documentation of its approach to the requirements described in Section II Scope of Work by responding to each proposal requirement presented in that section and the Staffing Plan that will allow it to accomplish that work.

Proposals should be fully responsive to the requirements; however offerors are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, examples, processes, and procedures. Merely repeating a requirement statement will be considered non-responsive. Proposals should clearly and prominently identify any requirements that the offeror cannot satisfy.

Tab 4 should also include the following sections:

D.4.1 Scope of Work

Under this tab, the offeror should discuss its methodologies with regard to quality management, project management, issue/problem tracking and resolution and risk management, including any tools it proposes to use, in response to the scope activities identified in Section II, Scope of Work, namely:

1. Develop and maintain a quality assurance plan;
2. Development of review and evaluation criteria for MDW contractor deliverables;
3. Ongoing risk management services;
4. Ongoing consultation and project management support services (including QA of the operations of the current eMedNY data warehouse and development of an enterprise approach for data governance);
5. Review and evaluation of MDW contractor deliverables;
6. Monthly and quarterly project status reporting;
7. System change management project QA monitoring; and,
8. MMIS certification support services

D.4.2 Project Organization Staffing

D.4.2.1 Anticipated Staffing

The offeror should provide the anticipated staffing by category on an annual basis over the six-year life of the contract. Staffing for any option years will be based upon the staffing during the last year of the base contract.

D.4.2.2 Project Manager Summary

The offeror should provide information detailing the expertise and experience of the project manager proposed for this engagement, following the format set forth below:

1. List the current assignment of the candidate, i.e., the project and client for whom the candidate is currently engaged, and the expected duration of that assignment; and,
2. List educational background and specific work experience relating to engagements of this type. The only engagements/assignments that should be listed are those that relate to the areas set forth in Section II Scope of Work. The citations of work experience should include at a minimum the following:
 - a. A full description of the engagement/assignment;
 - b. Duration (from/to dates) and percentage of time, if not full time;
 - c. The role served by the individual (e.g., Project Director, lead analyst, etc.) in this engagement/assignment and her/his responsibilities; and,
 - d. Client/employer's name and address, and the identity and telephone number of the client contact or immediate manager responsible for the engagement/assignment (NOTE: internal corporation references will not be considered responsive to this requirement).

D.4.2.3 Staff Summary

The offeror should provide information detailing the expertise and experience of the five (5) required resumes following the format set forth below:

1. For each candidate, list the current assignment of the candidate, i.e., the project and client for whom the candidate is currently engaged, and the expected duration of that assignment; and,
2. For each candidate, list educational background and specific work experience relating to engagements of this type. The citations of work experience should include, at a minimum, the following:
 - a. A full description of the engagement/assignment;
 - b. Duration (from/to dates) and percentage of time, if not full time;
 - c. The role served by the individual (e.g., Project Director, lead analyst, etc.) in this engagement/assignment and her/his responsibilities; and,
 - d. Client/employer's name and address and the identity and telephone number of the client contact or immediate manager responsible for the

engagement/assignment (NOTE: internal corporation references will not be considered responsive to this requirement).

Please note that five (5) resumes are required for evaluation and only five (5) should be submitted. This requirement in no way should imply or otherwise impact upon the staffing levels that the offeror must propose to accomplish the scope of work.

If in the event the candidates proposed and accepted for this engagement are not available when the contract commences, the Department requires proposed staff of equal or greater qualifications as a replacement, and the Department reserves the right of prior approval of the proposed candidates.

D.5 CORPORATE ORGANIZATION, EXPERIENCE, AND QUALIFICATIONS (TAB 5)

Tab 5 shall be labeled Corporate Organization, Experience, and Qualifications.

D.5.1 Corporate Organization

In this section the offeror should provide its corporate organization chart. If the company is a subsidiary of a parent company, the organization chart should be that of the subsidiary company. The chart should display the company's structure and the organizational placement of the oversight for the MDW Replacement and OHIP Data Mart Operational Support Quality Assurance (QA) project. The offeror should identify the level of the person who will be responsible for signing the contract and indicate the signing person's relationship with the company. The Proposal should document the legal structure of the company, including the date established and the state in which the company is registered and incorporated, as applicable:

1. Provide evidence that the offeror is authorized to do business in the State of New York;
2. Provide a corporate organizational chart;
3. Describe the role of the executive management in providing oversight to this project and ensuring that the services described in this RFP are delivered in a timely and professional manner;
4. Identify any private and/or public sector contractual terminations for cause within the past five (5) years; and,
5. Describe other contracts or projects currently undertaken by the offeror.

D.5.2 Offeror's Experience Levels & Qualifications

1. The offeror should discuss all relevant Corporate Experience, including provision of quality assurance services for large healthcare programs (e.g., Medicare, Medicaid, commercial insurance) contracts, within the last ten (10) years. As appropriate, offerors should also list prime contractors or subcontractors to the offeror.

2. The offeror should provide three (3) project summaries that meet the requirements of Section B.2 Experience, above. Offerors should provide the following items in the Project Summaries:

1. Title of the project;
2. Name of customer's organization;
3. Customer reference, title, and current telephone number;
4. Start and end dates of the contract;
5. Total contract value (to the offeror's organization; e.g., if offeror was a subcontractor, specify subcontract dollar amount);
6. Average staff hours in FTEs during operations; and,
7. Brief description of scope of work (stress relevance to this contract).

D.5.3 Letters of Reference

The offeror should provide Letters of Reference from at least three (3) previous customers and include a contact person, email address, and telephone and fax numbers for each reference. Letters of reference should meet the criteria outlined in Section B.3 References, above.

E. PRICE PROPOSAL CONTENTS

The Price Proposal should be separately bound and sealed and should contain the following tabs:

1. Table of Contents;
2. Pricing Schedule;
3. Minority and Women Owned Business Enterprise (M/WBE) Plan (see E.3, below); and,
4. Certifications and Guarantees (see E.4, below).

At the time of the award, the Department reserves the right to modify the payment schedule proposed by the offeror to achieve a reasonably equitable deliverable-based payment schedule based on the proposed staffing.

E.1 TABLE OF CONTENTS (TAB 1)

A Table of Contents of the Price Proposal should be inserted at Tab 1. The Table of Contents will identify all sections (identified herein by Tabs), subsections contained therein, and corresponding page numbers. The Table of Contents shall include all sections and subsections present under Tabs 1 through 5. The Table of Contents found at the beginning of this RFP provides a representative example of what is expected for the Price Proposal Table of Contents.

E.2 PRICING SCHEDULE (TAB 2)

Tab 2 shall contain the pricing schedule described in Attachment M Pricing Schedule. The offeror should fill in all blank cells.

The daily staffing rate is a fully loaded rate and includes all personnel, overhead, indirect, travel, profit, equipment usage and any other miscellaneous costs. These rates will be used in the event the Department determines the need to add additional staff as set forth under Attachment M.

E.3 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (M/WBE) PLAN (TAB 3)

As part of its proposal, utilizing all the forms in Attachment K in accordance with guidelines set forth in section IV.R Administrative Requirements M/WBE Utilization Plan for Subcontracting and Purchasing, the offeror is expected to document in detail and certify the good-faith efforts it will undertake to solicit the participation of such enterprises.

E.4 CERTIFICATIONS AND GUARANTEES BY THE OFFEROR (TAB 4)

New York State Department of Health Bid/No Bid Form

The offeror must complete the Bid Form included as Attachment A Bid Form or Attachment B No Bid Form. The Bid Form must be filled out in its entirety. The responsible corporate officer for contract negotiation, consistent with the terms and conditions of the RFP, must be listed. This document must be signed by the responsible corporate officer.

Vendor Responsibility Attestation

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. Offerors must also complete and submit Attachment I Vendor Responsibility Attestation.

State Taxation and Finance, Contractor Certification Form ST-220-CA and Form ST-220-TD

The offeror must complete and submit with its proposal the Contractor Certification to Covered Agency Form ST-220-CA (Attachment F of this RFP) that attests to the submission of the Form ST-220-TD (Attachment E of this RFP).

State Consultant Services Form A and Form B

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.

F. EVALUATION PROCESS

The State of New York will perform a fair and comprehensive evaluation of the proposals received in response to this RFP in accordance with the New York State procurement law, guidelines and procedures, as well as policies and procedures approved by the Department. This section of this RFP describes the evaluation process that will be used to determine which Proposal provides the best value to the Department.

The evaluation process will ensure the selection of the best overall solution for the New York State Medicaid program on a "best value" basis. Scoring will be split 75% for the Technical Evaluation and 25% for the Price Evaluation.

The Department reserves the right to reject any and all proposals.

F.1 MANDATORY REQUIREMENTS AND CHECKLISTS FOR PROPOSALS

The purpose of this phase is to determine if each Technical Proposal is sufficiently responsive to the RFP to permit its complete evaluation. As part of its initial screening, all Proposals submitted in response to this RFP will be assessed by the Department to assure that the mandatory requirements for proposals have been satisfied. Any one mandatory requirement that is not met may cause a proposal to be declared non-responsive. The Department does, however, reserve the right to waive minor irregularities or request written clarification and correction.

When Price Proposals are opened, each proposal will be reviewed for compliance with the mandatory submission criteria contained in Attachment N Mandatory Requirements Checklist of this RFP. Any proposal that fails one (1) or more of the criteria may cause the Department to reject the proposal. The Department may require clarification from offerors for purposes of assuring a full understanding of responsiveness to the proposal requirements.

F.2 SCORING OF OFFEROR TECHNICAL PROPOSALS (75%)

Evaluation Criteria and Assigned Point Totals

The evaluation of the offeror's technical approach will be based on the responses provided in the proposal. The highest scoring proposal will receive the full percentage. Information from the Price Proposal or the evaluation of the Price Proposal will not be available to the Technical Evaluation Committee during its evaluation.

Detailed evaluation criteria will not be disclosed to bidders.

The technical raw scores will be normalized as follows:

$N = (A/B) * 75\%$ where:
A is the score being evaluated;
B is the highest technical score; and,
N is the normalized technical score.

F.3 SCORING OF OFFEROR PRICE PROPOSALS (25%)

A separate committee will review and score the Price Proposals from all offerors meeting the mandatory requirements.

Calculation of Scores

The Price Proposal Evaluation Committee will award up to the full percentage available to the bidder with the lowest overall cost.

The financial raw scores will be normalized as follows:

$C = (A/B)*25\%$
A is Total Price of lowest Price Proposal;
B is Total Price of Price Proposal being scored; and,
C is the normalized price score.

F.4 TECHNICAL AND PRICE PROPOSALS COMBINED

Technical and Price Proposal scores will be combined to establish a score for each proposal. The proposals will then be ranked based on each offeror's combined score. The ranking will be in descending order.

F.5 NOTIFICATION OF STATUS OF PROPOSALS

At the end of the selection process, each offeror will be notified of the status of its proposal. Any award will be contingent upon execution of a written contract, approval of the New York State Attorney General and the New York State Office of the State Comptroller, as well as Federal approval.

F.6 ACCEPTANCE PERIOD

If the apparent successful offeror fails to timely come to closure on the contract, the Department (in its sole discretion) may revoke the award and award the contract to the next highest ranked offeror, or may withdraw the RFP.

The Department further reserves the right to cancel the award at any time prior to execution of a written contract or receiving Federal approval, whichever is later.

F.7 FEDERAL APPROVALS

The contract award is subject to Federal approval. The Department will make every effort to obtain timely Federal approval. The Department reserves the right to not award a contract, or withdraw a contract award, as may be applicable, if Federal approval is not obtained or the Department does not receive enhanced Federal Financial Participation (FFP).

IV. ADMINISTRATIVE REQUIREMENTS

A. ISSUING AGENCY

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

B. LEGAL BASIS

The procurement process for this RFP will be conducted in accordance with the Federal regulations contained in 42 CFR 434.10, 45 CFR 95.613, and 45 CFR 74, as well as applicable procurement policies and procedures established by the State of New York, including relevant provisions of the New York State Finance Law.

C. INQUIRIES

All inquiries regarding this proposal must be submitted to the designated contacts listed on page ii of this document. 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/>. Offerors wishing to receive these documents via mail must send a request, in writing, to the designated contacts listed on page ii of this document.

D. RFP ISSUANCE AND AMENDMENTS

Prior to its release, this RFP was reviewed and approved by the Office for Technology, the Department of Health, and Region II of the Centers for Medicaid and Medicare Services. Its contents represent the best available statement of the requirements and needs of involved stakeholders.

The Department reserves the right to amend the RFP at any time prior to the proposal due date by issuing written addenda. All written addenda to the RFP, along with the RFP itself, will become part of the contract.

Both the RFP and any subsequent amendments will be posted on the Department's Web site. Offerors are responsible for checking for updates to information on the Web. Offerors should also visit <http://www.health.state.ny.us> regularly to see if there are any changes.

D.1 QUESTIONS AND ANSWERS

Prospective offerors may submit questions concerning this RFP, in writing, to the permissible subject matter contact identified on page ii.

Questions received by the Department after the final due date specified on page i may not be answered.

All questions pertaining to this RFP must be submitted in writing and should cite the RFP section and page number. The Department will accept written questions received by electronic mail or delivered by the U.S. Postal Service, a commercial service, and/or in person by the date specified on page i. Requests for materials and information not in the offerors' library should be sent as written questions to the contact specified on page ii.

Following receipt of the submitted questions, Department staff will prepare written responses to all questions received. These responses will be made available on the Department's Web site at <http://www.health.state.ny.us>. To the extent practicable, questions will remain as written. However, the Department may consolidate and paraphrase questions received. The Department's intention is to complete all responses within approximately two (2) weeks of the deadline for receipt of written questions.

Offerors should clearly understand that the only official answer or position of the Department would be those stated in writing and provided to all prospective offerors. Verbal responses provided do not represent the official answer or position of the Department and the Department must not be bound in any way by any such verbal answer.

D.2 OFFERORS' LIBRARY

The Department will provide an offerors' library that will include the replacement MDW RFP and documentation of the current eMedNY data warehouse environment. These materials will be made available on CD-ROM, upon offeror request. Offerors should submit requests to the designated permissible subject matter contact listed on page iii.

If any materials, documentation, information, or data are discovered to be inaccurate or incomplete, such inaccuracy or incompleteness shall not constitute a basis for challenging the contract award, contract rejection, or renegotiation of any payment amount or rate either prior to or after contract award.

D.3 USE OF FAX MACHINES AND ELECTRONIC MAIL

Where appropriate, the Department may use facsimile (fax) machines and electronic mail (e-mail) to transmit information (e.g., questions, RFP addenda) to prospective offerors. However, the Department may also use the U.S. Postal Service to send originals.

Prospective offerors assume sole responsibility for ensuring that the Department actually receives (complete and in a timely manner) written questions, proposals, requests for copies of the RFP, and other inquiries (whether transmitted by e-mail, the U.S. Postal Service, a commercial delivery service, or delivered in person) from the prospective offeror. The Department will not accept faxed or emailed proposals.



E. SUBMISSION OF TWO-PART PROPOSALS

The detailed requirements for submission of proposals are described, below. Deviations from these requirements may render a proposal non-responsive.

Proposals must be prepared in two components: a Technical Proposal and a Price Proposal, in accordance with the requirements stated in this RFP. Proposals must be submitted in a single package containing two separately sealed proposals: a Technical Proposal and a Price Proposal.

Sealed proposals must be delivered to the following address:

New York State Department of Health
Office of Health Insurance Programs
Corning Tower, Room 2019
Empire State Plaza
Albany, New York 12237

Proposals must be physically received at this location on or before the time and date specified on Page i of this document. Late proposals will be rejected.

Submitted proposals must conform to the proposal requirements specified in Section III Proposal Requirements.

The outside cover of the separate, sealed package containing the Technical Proposal must be clearly marked:

New York State Department of Health
FAU#: 0904061149
MDW Replacement/OHIP Data Mart Operational Support Quality Assurance (QA) Project –
Technical Proposal
(Offeror Name)

The outside cover of the separate, sealed package containing the Price Proposal must be clearly marked:

New York State Department of Health
MDW Replacement/OHIP Data Mart Operational Support Quality Assurance (QA) Project – Price
Proposal
(Offeror Name)

All proposals must clearly indicate the name, title, mailing address, daytime telephone number, and fax number of the offeror's authorized agent with the authority to bind the offeror to the provisions of the proposal and to answer official questions concerning the proposal.

All proposals must be fully responsive to this RFP in order to be considered for contract award. The proposal must remain valid for 270 calendar days from the proposal due date.

It is the offerors' responsibility to see that proposals are delivered 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 will not be considered.

F. DEPARTMENT RIGHTS

The Department reserves the right to:

1. Reject any or all proposals received in response to this RFP, in whole or in part;
2. Waive or modify minor irregularities in proposals received after prior notification to the offeror;
3. Adjust or correct cost or cost figures with the concurrence of offeror if errors exist and can be documented to the satisfaction of the Department and the State Comptroller;
4. Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State;
5. Eliminate mandatory requirements unmet by all offerors; and,
6. If the Department is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Department may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.

G. DEBRIEFING AND VENDOR PROTESTS

Once an award has been made, offerors may request a debriefing with regard to their proposal. Debriefings will be conducted in accordance with the State Finance Law. Requests must be received no later than one (1) month from the date of award announcement.

Written protests related to this procurement must be received no later than ten (10) business days from the date of award announcement. Procedures for submitting a protest can be obtained from the designated contact listed on page ii, pursuant to the New York State Office of the State Comptroller, Bulletin G-232 dated July 10, 2008. These procedures are listed on the following web page: <http://osc.state.ny.us/agencies/gbull/attachments/contractawardprotestprocedure.pdf>.

H. INCURRED COSTS

The State of New York is not liable for any cost incurred by prospective offerors prior to the approval of an executed contract by the Comptroller of the State of New York. Additionally, no cost will be incurred by the State for any activity by the selected contractor prior to the contract award.

I. PAYMENT

If awarded a contract, the contractor must submit invoices and vouchers to:

Mr. Henry Stone
Director, Administrative Support
Office of Health Insurance Programs (OHIP)/
Division of Systems
New York State Department of Health (NYSDOH)
800 North Pearl Street
Albany, New York 12204

Payment of such invoices by the State must be made in accordance with Article XI-A of the New York State Finance Law and in monthly payments in accordance with the contract.

At the time of the award, the Department reserves the right to modify the distribution of yearly payments proposed by the offeror to achieve a reasonably equitable deliverable-based distribution by year, based upon proposed staffing levels.

No payment will be made until the Contract has received all required approvals. The Department is not responsible for and will not pay local, State, or Federal taxes. All costs associated with the contract must be stated in U.S. currency.

The contractor will be paid the annual price, as presented in Attachment M Pricing Schedule of the contractor's proposal.

I.1 CONTRACT EXTENSION PRICING

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., 2012 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. Should the contract be extended for any of the six one-month periods, monthly payments to the contractor will be calculated using the same methodology and the same pricing for the last full year of the contract.

J. CONTRACT TERM

This agreement shall be effective upon approval of the NYS Office of the State Comptroller. Work cannot begin until the Office of the State Comptroller approves the agreement resulting from this RFP process.

It is anticipated that the Department will award a contract for a six year period.

The Department reserves the right to extend the contract for two one year periods and/or six one month periods for a total of eight years, six months. The duration of the contract is subject to availability of funds.

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.

K. LOBBYING STATUTE

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

1. Makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
2. Requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
3. Requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
4. Authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
5. Directs the Office of General Services to disclose and maintain a list of non-responsible offerors pursuant to this new law and those who have been debarred and publish such list on its website;
6. Requires the timely disclosure of accurate and complete information from offerors with respect to determinations of non-responsibility and debarment;
7. Expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
8. Modifies the governance of the New York State Commission on Public Integrity
9. Provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
10. Increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and,
11. Establishes the Advisory Council on Procurement Lobbying.

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

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

L. ACCESSIBILITY OF STATE AGENCY WEB-BASED INTRANET AND INTERNET INFORMATION AND APPLICATIONS

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

M. 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>.

N. PUBLIC INFORMATION

Disclosure of information related to this procurement and the resulting contract must be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law. The State must take reasonable steps to protect from public disclosure any of the records relating to this procurement that are exempt from disclosure. Information constituting trade secrets or critical infrastructure information for purposes of FOIL must be clearly marked and identified as such by the contractor upon submission. If the contractor intends to seek an exemption from disclosure of claimed trade secret materials or claimed critical infrastructure information under FOIL, the contractor must at the time of submission, clearly mark and identify those specific parts of the submission for which such treatment is sought, request the exemption in writing and provide an explanation of (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the contractor, or (ii) why the information constitutes critical infrastructure information that should be exempted from disclosure pursuant to §87(2) of the Public Officers Law. Acceptance of the identified information by the State does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the State.

O. NEW YORK STATE TAX LAW SECTION 5-A

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four (4) 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 (4) 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 offeror 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 Tax and Finance (DTF), Contractor Certification Form ST-220-TD (Attachment E of this RFP) 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 also complete and submit to the Department the form Contractor Certification to Covered Agency Form ST-220-CA (Attachment F of this RFP) attached hereto, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offeror non-responsive and non-responsible. Offerors must take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

P. M/WBE UTILIZATION PLAN FOR SUBCONTRACTING AND PURCHASING

The Department encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Offerors 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 Department requires that offerors complete the M/WBE Utilization Plan, found in Attachment K M/WBE Procurement Forms, and submit this Plan with their price proposal.

Offerors that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such offerors 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.

Q. PIGGYBACKING

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

R. 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.

1. APPENDIX A - Standard Clauses for All New York State Contracts (Attachment C of this RFP);
2. APPENDIX B - Request for Proposal;
3. APPENDIX C Proposal. The offeror's proposal (if selected for award), including any Bid Forms and all proposal requirements;
4. APPENDIX D General Specifications;
5. APPENDIX E
 - a. 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:
 - i. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
 - ii. 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
 - iii. 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
 - iv. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.
 - b. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
 - i. 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
 - ii. DB-120.1 – Certificate of Disability Benefits Insurance; OR
 - iii. DB-155 – Certificate of Disability Benefits Self-Insurance; and,
2. APPENDIX H Health Insurance Portability and Accountability Act (HIPAA).

ATTACHMENT A
BID FORM

NEW YORK STATE
DEPARTMENT OF HEALTH

BID FORM

PROCUREMENT TITLE: _____ FAU # _____

Bidder Name:

Bidder Address:

Bidder Fed ID No:

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

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

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

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

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

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

No

Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

ATTACHMENT B
NO BID FORM

**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 C
APPENDIX A STANDARD CLAUSES FOR
ALL NYS CONTRACTS

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT D
GENERAL SPECIFICATIONS

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.

Approval by the Office of the State Comptroller will be required for amendments.

T. Provisions Upon Default

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

U. Termination Provision

Upon termination of this agreement, the following shall occur:

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

V. Conflicts

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

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take affirmative action to ensure that Minority and Women Owned Business

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

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

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

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

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
 - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful

bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

- b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting there from 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 there from sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
 - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
 - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
 - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

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

transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

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

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

Instructions for Certification

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

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

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by

the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
 5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
 6. All subcontracts shall contain provisions specifying:
 - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.
- AA. Provision Related to Consultant Disclosure Legislation
1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:
 - a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and
 - b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and

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

BB. Provisions Related to New York State Procurement Lobbying Law

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

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

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

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 E
CONTRACTOR CERTIFICATION
(FORM ST-220-TD)



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 F

**CONTRACTOR CERTIFICATION TO
COVERED AGENCY (FORM ST-220-CA)**



Contractor Certification to Covered Agency

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

ST-220-CA

(6/06)

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

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

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

(name)

(title)

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

(Mark an X in only one box)

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

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

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
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From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

ATTACHMENT G

STATE CONSULTANT SERVICES

CONTRACTOR PLANNED

EMPLOYMENT REPORT (FORM A)

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 H

STATE CONSULTANT SERVICES

CONTRACTOR'S ANNUAL

EMPLOYMENT REPORT (FORM B)

State Consultant Services

FORM B

OSC Use Only
Reporting Code:
Category Code:

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

New York State Department of Health	Agency Code 12000
Contract Number:	
Contract Start Date: / /	Contract End Date: / /
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

Scope of Contract (Chose one that best fits):

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

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of
(use additional pages if necessary)

Instructions

State Consultant Services

Form A: Contractor's Planned Employment

And

Form B: Contractor's Annual Employment Report

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

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

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

Completing the Reports:

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

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

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

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

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

ATTACHMENT I
VENDOR RESPONSIBILITY
ATTESTATION

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 J
DOH APPENDIX H HIPAA

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"), Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164 (the "Privacy Rule").

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. Such report shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during any breach of such information.

- (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.**
- (k) **Effective February 17, 2010, the Business Associate agree to comply with the security standards for the protection of electronic protected health information in 45 CFR 164.308, 45 CFR 164.310, 45 CFR 164.312 and 45 CFR 164.316.**

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.

VIII. Miscellaneous

- (a) *Regulatory References.* A reference in this Agreement to a section in the 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, HIPAA, Public Law 104-191, and HITECH, Public Law 111-5, Division A, Title XIII and Division B, Title IV.
- (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 Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.
- (f) **HIV/AIDS.** If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

ATTACHMENT K
M/WBE PROCUREMENT FORMS

**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

WBE - Supplier

Joint venture with:

Name: _____

Address: _____

Fed ID Number: _____

MBE

WBE

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

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

at the following price: \$ _____

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

Date Proposal/ Contract to be started: _____

Date Proposal/ Contract to be Completed: _____

Date Supplies ordered: _____ Delivery Date: _____

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

Date

Signature of M/WBE Contractor

Printed/Typed Name of M/WBE Contractor

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

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

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

New York State Department of Health M/WBE STAFFING PLAN

Check applicable categories: Project Staff Consultants
Subcontractors

Contractor
Name _____

Address

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

(Name and Title)

Date

ATTACHMENT L
STAFFING QUALIFICATIONS

Role	Project Manager	
Description	The Project Manager has overall responsibility for the quality assurance function of the Medicaid Data Warehouse over the life of the contract. The Project Manager defines, plans, schedules and controls all QA activities related to the project. The QA Project Manager ensures that appropriate resources are available to accomplish the tasks, deliverables and other activities associated with the data warehouse.	
Responsibilities	<ul style="list-style-type: none"> • Manage all phases of the QA project • Maintain the QA project budget • Develop and maintain the QA project plan • Monitor progress and quality against the established QA project plan • QA with regards to all major deliverables • Assign, coordinate and monitor the tasks and activities of the Contractor team throughout the life of the contract • Report the status of all QA project phases to the Department 	
Skills	Mandatory: <ul style="list-style-type: none"> • Project Management Professional Certification (Project Management Institute) • Data warehouse quality assurance • Health care systems • Project planning and management • Issues management • Organization and people management • Communication, facilitation and presentation skills • Strong analytical skills • Knowledge of Medicaid and MITA principles 	
Experience	Data warehouse QA	Five (5) or more years experience managing data warehouse QA projects
	Large team management	Managed four (4) or more projects with teams of greater than four (4)
	Medicaid data warehousing	Five (5) or more years of experience

Provided below are recommended experience and skill sets for senior and junior staff.

Role	All Other Staff
Description	Staff will maintains a focus on the tactical view of the project, provide in-depth analyses and recommendations on optimization of the eMedNY Data Warehouse, activities during turnover that are dependent on the ongoing operation of the eMedNY Data Warehouse, source system integration to optimize throughput from eMedNY and the technical architecture of the MDW.
Types of Responsibility	<ul style="list-style-type: none"> • Design and create quality assurance standards and requirements at the onset of the development tasks and activities • Prepare the data warehouse QA requirements documentation • Identify and document QA issues and report back to Department management • Identify and document QA issues and recommendations relative to the implementation of the proposed MDW technical architecture and report back to Department management • Identify and document QA issues and recommendations relative to any and all modifications to the proposed MDW technical architecture and report back to Department management • Review and provide detailed risk analysis relative to the integration of the proposed technical architecture • Identify and document QA issues and recommendations relative to MDW and eMedNY integration design • Review and provide detailed risk analysis relative to MDW and eMedNY integration design • Work with Department management to provide oversight and coordination between the current eMedNY contractor and the MDW contractor regarding turnover activities during Phase 1 of the Replacement MDW/OHIP Data Mart Operational Support contract • Work with Department management to provide direction to the current eMedNY contractor in regard to optimizations of the existing eMedNY DW and the sourcing of the existing data warehouse and the future MDW from the MMIS
Types of Skills	<ul style="list-style-type: none"> • Data warehouse quality assurance • Health care systems • Project planning and management

Role	All Other Staff	
	<ul style="list-style-type: none"> • Issues management • Organization and people management • Communication, facilitation and presentation skills • Strong analytical skills • Knowledge of Medicaid and MITA principles • Ability to develop comprehensive QA requirements • Ability to create and manage QA reporting functions • Knowledge of the Medicaid program and systems, MITA principles • Project planning and management • Issues management • Organization and people management • Communication, facilitation and presentation skills • Strong analytical skills 	
Types of Experience	Data warehouse QA	Three (3) or more years experience in data warehouse QA
	Data warehouse data access and reporting tools	Four (4) or more years experience
	SQL development	Four (4) or more years experience
	Medicaid data warehousing	Three (3) or more years experience
	Design, development and implementation of complex technical solutions requiring management of both state and contractor resources	Three (3) or more years experience
	Medicaid information systems	Three (3) or more years experience
	Managing large contracts and contractors involved in developing and implementing large human services systems.	Three (3) or more years experience
	Identification and documentation of technical architecture issues and the implementation of recommendations	Three (3) years or more experience

ATTACHMENT M
PRICING SCHEDULE

Offeror:

ANNUAL PRICE

<u>Contract Year</u>	<u>No. of Months</u>	<u>Monthly Payment</u>	<u>Annual Amount</u>
Contract Year 1	12		
Contract Year 2	12		
Contract Year 3	12		
Contract Year 4	12		
Contract Year 5	12		
Contract Year 6	12		

Annual Price Subtotal

Additional Staffing Rates (Section II.E)*

	Annual Hours	Hourly Blended Rate	Annual Amount
Contract Year 1	4,000		
Contract Year 2	4,000		
Contract Year 3	4,000		
Contract Year 4	4,000		
Contract Year 5	4,000		
Contract Year 6	4,000		

Additional Staffing Rates Subtotal

TOTAL BID PRICE (Insert in Bid Form – Att. A):

*Note: The hourly staffing rate is a fully loaded rate and shall be inclusive of all personnel, overhead, indirect, travel, profit, equipment usage, any other miscellaneous costs, etc.

Instructions:

- a) Enter offeror name
- b) For each contract year, enter monthly payment amount.
- c) For each contract year, enter the hourly blended rate.

ATTACHMENT N
REQUIREMENTS CHECKLIST

Offeror Proposal Requirements Checklist

On the following pages, the Department has provided the template for the Offeror Requirements Checklist that must be submitted with the Technical and Price Proposal portion of the Offeror's proposal. Upon receipt of a complete Offeror's proposal, the Department will confirm compliance or non-compliance. The Offeror should enter its company name in the Offeror name field and SHOULD NOT check that items have been included in the bid proposal.

Offeror Name:		
REQ. #	REQUIREMENT	Check if Included in Proposal
1	Does each Offeror proposal consist of two (2) distinct parts, (i.e., Technical Proposal and Price Proposal with Company Financial Information)?	
2	Does each accompanying CD ROM for the Technical Proposal and Price Proposal contain files in the appropriate format that are individually identified by Component Name Offeror, proposal part, and version?	
3	Are offeror materials being submitted in the proper format?	
Technical Proposal Requirements		
4	Does each Technical Proposal consist of the following sections separated by tabs with associated documents and responses presented in the following order? <ul style="list-style-type: none"> ▪ Table of Contents (Tab 1); ▪ Transmittal Letter (Tab 2); ▪ Executive Summary (Tab 3); ▪ Scope of Work and Quality, Project and Risk Management Methodologies (Tab 4); ▪ Corporate Organization, Experience, and Qualifications (Tab 5). 	
5	Does the Table of Contents in Tab 1 of the Technical Proposal identify all sections, subsection(s), and corresponding page numbers?	
Price Proposal		
6	Does the Price Proposal include the following sections? <ul style="list-style-type: none"> ▪ Table of Contents (Tab 1); ▪ Pricing Schedule (Tab 2); ▪ Minority and Women Owned Business Enterprise (M/WBE) Plan (Tab 3); and ▪ Certifications and Guarantees (Tab 4). 	

REQ. #	REQUIREMENT	Check if Included in Proposal
7	Does the Table of Contents identify all sections, subsections, and corresponding page numbers?	
8	Does information in Tab 4 include the following? <ul style="list-style-type: none">▪ A signed Bid Form as set forth as Attachment A;▪ A completed and signed Vendor Responsibility Attestation as set forth as Attachment I;▪ A completed and signed Contractor Certification to Covered Agency (Form ST-220-CA) as set forth as Attachment F;▪ A completed and signed Contractor Certification (Form ST-220-TD) as set forth as Attachment E; and,▪ A completed and signed State Consultant Services (Form A) as set forth as Attachment G.	

ATTACHMENT O
TRANSMITTAL LETTER TEMPLATE

[TO BE COMPLETED ON OFFEROR'S LETTERHEAD]

Mr. Joseph Zeccolo
New York State Department of Health
Corning Tower, Room 2019
Albany, NY 12237

[Insert Current Date]

Re: NYS Department of Health (Department)
Medicaid Data Warehouse Replacement/OHIP Data
Mart Operational Support Quality Assurance (QA)
Project

Dear Mr. Zeccolo:

[Insert Offeror's Complete Name and address, including the name, mailing address, email address, fax number and telephone number for both the authorized signee and the person to be contacted regarding the proposal] submits this firm and binding offer to the Department in response to the above-referenced RFP and agrees as follows:

1. Offeror accepts the contract terms and conditions contained in this RFP, including any exhibits and attachments;
2. Offeror acknowledges receipt of all Department amendments to this RFP, as may be amended;
3. Offeror is authorized to do business in New York State;
4. Offeror does not qualify its proposal or include any exceptions from the RFP;
5. Offeror agrees that the proposal will remain valid for a minimum of 270 calendar days from the closing date for submission of proposals;
6. Offeror provides the following statement which describes the legal structure of the entity submitting the proposal **[Insert Offeror's Response]**
_____.
7. Offeror provides the following statement in which (i) the offeror has disclosed all business relationships with and/or ownership interests in any managed care plan and/or health insurance program operating in New York State. In cases where such a relationship(s) and/or interest(s) exists, (ii) offeror must describe how an actual or potential conflict of interest and/or disclosure of confidential information relating to an award under this RFP will be avoided, and (iii) the offeror guarantees knowledge and full compliance with the New York State Public Officers' Law, as amended, including but not limited to Sections 73 and 74, as amended, with regard to ethical standards applicable

to State employees: **[Insert Offeror’s Response]**

- 8. The offeror is/is not providing an Appendix to this letter identifying use of any subcontractors(s).

The undersigned individual affirms and represents that he/she has the legal authority and capacity to sign and submit this offer on behalf of **[Insert Offeror’s Name]** as well as to execute a contract with the Department.

Signature

Print Name

Insert: [Offeror’s Full Name]

[Title]

[Offeror’s Mailing Address]

[E-mail of Signatory]

[Telephone Number of Signatory]

[Fax Number of Signatory]