

NEW YORK STATE DEPARTMENT OF HEALTH
American Recovery and Reimbursement Act of 2009 (ARRA)

A Request for Proposal for

Division of Family Health
Bureau of Early Intervention

RFP No. 1001251152

**Evaluation and Analysis of Current and Alternative Reimbursement
Methodologies for the NYS Early Intervention Program**

Schedule of Key Events

RFP Release Date	March 17, 2010
Written Questions Due	April 1, 2010
Letter of Intent to Bid Due (optional)	April 1, 2010
Response to Written Questions	April 30, 2010
Proposal Due Date	May 19, 2010

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DESIGNATED CONTACTS:

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

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Permissible Subject Matter Contacts:

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

Submission of written proposals or bids:

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

A. INTRODUCTION

The New York State Department of Health (Department), as the lead State agency for the Early Intervention Program for infants and toddlers with disabilities, is issuing this Request For Proposals (RFP) to identify a contractor to support the Department's effort to analyze and evaluate the effectiveness of the current reimbursement methodology for early intervention services, and to provide data and evidence-based recommendations to promote the efficient, economical, productive and stable delivery of these services to eligible children and their families.

The Early Intervention Coordinating Council (EICC) is established in NYS Public Health Law (NYSPHL) to advise and assist the Department as lead state agency for the Early Intervention Program. As directed in Section 2553.2 of NYSPHL, the EICC is authorized to convene a reimbursement advisory panel (RAP) to assist the EICC in advising the department regarding payment methodologies. The current RAP was convened by the Department on February 11, 2009 and has met approximately once a month since then to review and provide comments on the adequacy of the current reimbursement methodology for the program. Agendas from past meetings, a schedule of upcoming meetings and a membership list are included in Appendix A.

The contractor selected through this RFP will work to support the efforts of the Department, with advice and assistance from the RAP, in completing an assessment of the program's current reimbursement methodology. The contractor will also be required to recommend possible alternative reimbursement methodologies that meet the Department's objective to provide efficient and economical early intervention services. These recommendations will be formulated with input provided by the Department and the RAP, and in conformance with the following principles that Department has established for its reimbursement methodologies:

- Be straightforward and transparent
- Buy value (result in high quality and cost-effective care)
- Encourage care in the least restrictive setting by the most qualified provider
- Be consistent with State budget constraints
- Reinforce planning and policy priorities
- Comply with federal and State statute and regulations, as appropriate
- Be updated periodically

This initiative is to be funded with American Recovery and Reinvestment Act (ARRA) funds. Special and timely reporting will be required as a condition of award. These reporting requirements are detailed in Section C of this document and in Section II-C of the final AGREEMENT. In addition, because of the nature of ARRA funding, a special contract appendix will be included in any award agreement. Bidders should read Attachment 18 Appendix ARRA - Vendor and familiarize themselves with the special requirements associated with this opportunity to bid.

B. BACKGROUND

The Early Intervention Program is authorized under Part C of the federal Individuals with Disabilities Education Act (IDEA). The program provides a range of therapeutic and supportive services for eligible children with disabilities, ages birth through two years, and their families. The mission of the New York State Early Intervention Program (program) is to identify and evaluate, as early as possible, those infants and toddlers whose healthy development is compromised and provide for appropriate intervention to improve child and family development.

The program is the largest in the nation, providing services to over 70,000 eligible children and their families annually with expenditures of approximately \$700 million. The Department is designated in NYSPHL as the State's lead agency for the program and is responsible for administration and oversight of all aspects of the service delivery system. Locally, the program is administered by municipal public agencies designated by each of the fifty-seven counties and New York City to administer the program, the vast majority of which are local health departments.

Municipalities are responsible for ensuring that all potentially eligible children are identified, located, and evaluated to determine eligibility for the program; development of individualized family service plans (IFSP) which specify the goals and outcomes to be achieved through the provision of early intervention services and services necessary to achieve those outcomes; arranging for provision of early intervention services contained within IFSPs; and, facilitating the timely transition of children to preschool special education services or other early childhood services by or around their third birthdays, in accordance with requirements set forth in State and federal laws and regulations. NYSPHL requires that all program services be provided at no cost to children's parents.

Early Intervention Program service expenditures are funded through State, Municipal and third party payors. For children with commercial insurance coverage subject to New York State Insurance Law, municipalities are subrogated to children's policies for reimbursement of early intervention services to the extent such services are covered. Municipalities are required to reimburse early intervention services in the first instance, and to seek reimbursement as applicable from third party payors, including the Medicaid program. Forty-nine percent of localities' expenditures that are not reimbursed by third party payors are reimbursed by the State. Requirements for financial responsibility and reimbursement are set forth in section 2557 of NYSPHL (Appendix B). Requirements for third party insurance and medical assistance program payments are set forth in section 2559 of NYSPHL.

New York State's Medicaid State Plan was amended when the program was implemented in 1993 and provides full coverage for service coordination (case management) and evaluation services as needed to determine program eligibility, as well as all early intervention services delivered to program-eligible children and their families, for those children who are enrolled in Medicaid.

Each child thought to be an eligible child for the program is entitled to a multidisciplinary evaluation (MDE), which must include a comprehensive developmental assessment addressing the child's status in cognition, communication, social-emotional, physical and adaptive development. A family assessment to determine the family's resources, priorities, and concerns related to the child's development must be offered to the child's parent as part of the multidisciplinary evaluation, but participation in this assessment is voluntary. Requirements for the MDE are set forth at section 2544 of NYSPHL and explicated in regulation at 10 NYCRR 69-4.8 (Appendix C), and the reimbursement methodology for the MDE is at 10 NYCRR 69-4.30(c)(2).

In addition, each child and family referred for an evaluation must be assigned a service coordinator (case manager) to assist the family in obtaining an initial MDE to determine eligibility for the program and, for children found eligible, in preparing for the initial meeting to develop the IFSP. Parents select an ongoing service coordinator who will serve as the single point of contact and is responsible for implementation of the IFSP. Responsibilities for the initial service coordinator are set forth in statute regulation at 10 NYCRR 69-4.5 and for initial and ongoing service coordinators at 10 NYCRR 69-4.6.

Early intervention services are delivered and reimbursed using a taxonomy of services that classifies the full range of individual and group services, providing uniform prices for each service regardless of provider discipline or type. The Department has established geographically adjusted regional prices, subject to the approval of the New York State Division of the Budget for each of the following service categories:

- Screening
- Core evaluation, composed of a developmental assessment and family assessment
- Supplemental physician evaluation (in-depth assessment of physical health)
- Supplemental non-physician evaluation (in-depth assessment in a specified area of developmental need)
- Service coordination (case management)
- Basic home-and community-based visit
- Extended home-and community-based visit
- Facility-based individual visit
- Parent child group
- Basic group development intervention
- Enhanced group development intervention
- Basic group development intervention with a one-to-one aide
- Enhanced group development intervention with a one-to-one aide
- Family support group

The current reimbursement methodology and uniform payment schedule composed of discrete prices that apply to both Medicaid and non-Medicaid children was implemented in 1994. One three percent cost of living adjustment increase to all prices was enacted by the legislature in 2002. The reimbursement methodology, including the definition of services and associated billing rules, is set forth in section 69-4.30 of 10 NYCRR. The current approved uniform payment schedule is included as Appendix D. A Department

issued report which describes the reimbursement methodology and explicates rate assumptions is included as Appendix E.

To be eligible for payment under the program, providers must be approved to provide early intervention services pursuant to article 25 of NYSPHL and in accordance with State regulations at section 69-4.5 of 10 NYCRR and be under contract with one or more municipalities to deliver early intervention services. There are two broad categories of providers: incorporated entities, sole proprietorships, partnerships, and state-operated facilities (“agencies”) and individual qualified personnel with licensure, certification, or registration in certain professional disciplines as defined at section 69-4.1(a). Agency providers include both non-profit and for-profit providers, some of which are also licensed or approved by the Department or other State agencies to deliver health and human services and/or educational programs, including diagnostic and treatment centers under article 28 of NYSPHL, home care providers under article 31 of NYSPHL, preschool special education programs under section 4410 of New York State Education Law, and clinics/services under article 16 and article 36 of the New York State Mental Hygiene law. There are currently more than 1,800 agencies and more than 20,000 individual providers approved and contracted to deliver early intervention services.

The Department supplies municipalities with a software application and database built in DOS-based Foxpro, known as KIDS, to capture and report demographic, service, and payment information to the State and for use in generation of paper claims to commercial insurers and electronic claims to eMedNY, the Medicaid management information system. KIDS can be used to generate electronic claims for submission to the Department for reimbursement of the State share (49%) of payment for early intervention services.

All municipalities, with the exception of New York City, use the billing and claiming components of KIDS. New York City uses a contractor for its provider payment and claiming processes. In addition, the following municipalities use fiscal agents to manage their claiming procedures, but use KIDS for claims processing: Dutchess, Erie, Genesee, Monroe, Niagara, Orleans, Suffolk, and Wayne.

KIDS is a distributed data system. Data are collected locally using KIDS and submitted to the Department five times per year. The Department maintains and regularly updates its state-level database on the EIP, using data submitted by municipalities. This state-level database is used by the Department for program management purposes and to comply with federal and State reporting requirements.

In addition to KIDS, the Department maintains an Early Intervention Fiscal System (EIFS) application, which is used to process all claims submitted by municipalities for State reimbursement. In accordance with State law, municipalities must submit claims for payment within two years of the date of service. Appendix F includes a detailed description and technical specifications for KIDS and EIFS.

The Department's Office of Health Insurance Programs (OHIP) manages the eMedNY system and data from eMedNY are available through OHIP for program and fiscal management purposes.

For more information on the NYS Early Intervention Program, please visit the Department's website:

http://www.health.state.ny.us/community/infants_children/early_intervention/index.htm

The American Recovery and Reinvestment Act of 2009 (ARRA) appropriates significant new funding for programs under IDEA. Part C of the IDEA provides funds to each state to implement statewide systems of early intervention services for infants and toddlers with disabilities and their families. The IDEA funds under ARRA provide an unprecedented opportunity for states to implement innovative strategies to improve outcomes for infants and toddlers with disabilities while stimulating the economy.

C. DETAILED SPECIFICATIONS

1. Eligible Bidders

This RFP is open to both for-profit and not-for-profit entities with a minimum of three (3) years successful experience performing analysis of health care, disability or educational payment systems.

Subcontracting is allowed. However, the bidder must provide the full name and address of any organization with which the bidder will subcontract for any services provided in the contract resulting from this RFP and the mechanisms for assuring its effective administration of the subcontract. List responsible officers of each subcontractor, including those individuals authorized to negotiate for the subcontractor. List any financial interest the bidder has in the proposed subcontractors. Evidence of a potential subcontractor's willingness to conduct the contract activities detailed in this RFP and enter into subcontractual arrangements to provide such services must be included.

2. Performance Requirements

DOH will award a contract through this RFP to an organization qualified to analyze and evaluate the existing methodology and develop either modification to the existing system or propose potential alternative reimbursement methodologies for the provision of early intervention services in the program. The contractor must demonstrate the ability to analyze and evaluate various reimbursement methodologies from numerous healthcare and educational service systems, both in NYS and throughout the nation. The contractor will use existing program data, along with information collected from State, local, and national sources, to recommend modifications to the current reimbursement methodology or propose alternative reimbursement methodologies and describe and model the fiscal and programmatic impact on the program and incentives for providers and municipalities of varying reimbursement methodologies. The fiscal impact must address relative impact on the State, municipalities, and the Medicaid

Program.

The selected bidder will perform the following specific contract requirements to the satisfaction of the Department:

- Review, evaluate and analyze the current program payment methodology.
- Propose potential modifications or new reimbursement methodologies to address concerns identified by the Department and the RAP. Any proposed methodologies must be compliant with Part C of the federal IDEA and its regulations, NYS Public Health Law, Part 69 of 10NYCRR and conform to federal CMS and State Medicaid requirements and billing standards.
- Provide data collection and analyses of multiple sources of information pertinent to the reimbursement for the program, including:
 - The NYS Consolidated Fiscal Report (CFR) managed by the State Office for Mental Health (see Appendix G) for early intervention agencies that submit CFRs as part of this system;
 - Collection of actual provider data related to delivery of early intervention services from early intervention service providers throughout the State to be selected in conjunction with the Department.
 - The potential impact to service utilization and program costs of proposed changes to the reimbursement methodology;
 - The impact on provider capacity by geographical area and professional discipline based on proposed changes to the reimbursement methodology; and
 - The impact of proposed changes on children and families served in the program.
- Develop data collection tools and methodology to evaluate the proposed rate methodology and to evaluate rate methodology on an ongoing basis, including the relationship between the rates and provider costs.
- Submit to the Department comprehensive reports to model the impact of potential changes to the reimbursement methodology under consideration by the Department.
- Meet with Department staff and attend Department-sponsored meetings with external stakeholders in New York State as needed to complete the project.

3. Implementation and Administration

The contractor is expected to begin activities immediately upon contract execution. All work associated with this contract must be completed no later than September 30, 2011. Extensions to this contract will not be granted.

Database Development and Maintenance

The contractor agrees to enter into a data exchange agreement with the Department. Pursuant to that agreement, the Department will provide the contractor with demographic, service and expenditure data appropriate to conduct the analysis in a format determined by the Department in conjunction with the contractor. The contractor must be capable of accepting program participant data for utilization of services, eligibility data, and regional reimbursement rates for program services. The contractor will be responsible for all work related to transferring data from the Department and performing quality assurance activities and providing the Department with reports that assure the accuracy of the transfer.

Reporting

The contractor will be required to file monthly progress reports to be submitted with monthly vouchers. The monthly progress reports will detail the work accomplished by the contractor regarding the specific contract performance requirements listed in section C.2 of this RFP. Monthly progress reports will be due thirty (30) days after the end of the month. A final summary report on all contract activities will be due within forty five (45) days after the contract period.

Quality Assurance

The contractor must employ a process that follows generally accepted statistical methods. The contractor is responsible for reviewing and assuring the accuracy of all work conducted under this contract. Specific quality assurance measures to be undertaken shall be detailed in the proposal.

Staffing Requirements

The contractor must assign to the project a full-time contract manager who will be the primary contact with the Department. The contract manager will have the background and expertise to oversee the requirements of the contract and be available to meet with Department staff in Albany and at other major metropolitan areas within the State.

Information technology staff must be available to facilitate and coordinate the migration of Department data files into the contractor's data system. Any costs associated with the data transfer and migration will be incurred by the contractor. Department information technology staff will not be responsible for work outside of the creation of data files to be used in the migration.

The contractor shall ensure that all staff assigned to the project possesses the required knowledge and experience to complete the specifications of the RFP.

Data security

The contractor will be responsible for maintaining the security of all data files and employ federally approved methods of data encryption to prevent theft of personally identifiable information. The contractor must adhere to all requirements under the Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) for protection of data, including security, confidentiality and transactions requirements.

Contractor Payment

Contractor payment will be made based upon the submission of monthly vouchers to the Department's designated payment office. The voucher must follow the format provided by the Department. The amount allowed per voucher will be based on the financial proposal bid detail sheet submitted in response to this RFP. Monthly vouchers will be due thirty (30) days after the end of the quarter and must be accompanied by a progress report. Vouchers that are submitted without a progress report will not be processed for payment.

Contract Period

The contract resulting from this RFP is expected to be for a period of approximately 15 months, with an anticipated contract start date on or around July 1, 2010. This is an ARRA funded project, therefore, all work related to this project must be completed by September 30, 2011.

4. Conflict of Interest

Bidders (or any subcontractor) must disclose all business relationships with or ownership interest in entities including, but not limited to providers of the New York State Early Intervention Program/Part C IDEA services, organizations or trade associations representing such providers in New York State, municipalities and organizations representing such municipalities, or any other organization having a financial interest in the provision of services in the program. In cases where such relationship(s) exist, bidders must describe how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.

The Department reserves the right to reject any and all bids, at its sole discretion, based on any potential conflict of interest.

D. PROPOSAL REQUIREMENTS

The requirements established by this RFP for proposal content and format will be used to evaluate the bidder's proposal. The bidder's compliance to the format prescribed herein, as well as the bidder's response to each specific requirement and question stated in the RFP, will be considered during the evaluation process. Application evaluators will not review any material that is submitted above the maximum page limit stated for each section of the proposal.

Proposals should provide a concise but complete description of the bidder's ability to meet the requirements of the RFP. Proposals must be submitted on paper (no electronic submissions) in two distinct parts, Part 1 – Technical Proposal, and Part 2 – Financial Proposal, separately sealed and identified with the name of the bidder. These must be packed into a third envelope and sealed and marked accordingly with proper vendor name and address. Proposals packages should be clearly labeled: Evaluation and Analysis of Current and Alternative Reimbursement Methodologies for the NYS Early Intervention Program.

No financial bid or pricing information should be included in a bidder's Technical Proposal. Bids that fail to submit sealed and separate Technical and Financial Proposals will be rejected.

Each page of the proposal should be numbered consecutively from the beginning of the proposal through all appendices. The narrative should be double spaced, using a 12 point font or larger, with minimum one (1) inch margins all around, and adhere to the maximum page limits.

1. Part 1 - Technical Proposal

The bidder's response must include a transmittal letter (Attachment 7) signed by an official authorized to bind the bidder to the provisions of the RFP. The transmittal letter must attest that the bidder has a minimum of three years successful experience performing analysis of health care, disability or educational payment systems. The transmittal letter must also disclose any business relationships and / or ownership interest that may represent a conflict of interest for the bidder as described by the Conflict of Interest specifications of Section C.4, or state that no conflict of interest relationship exists. In cases where such a relationship exists, the bidder must submit with the transmittal letter a description of how the potential conflict of interest and / or disclosure of confidential information relating to this contract will be avoided.

Responses must address all Technical Proposal requirements. The Technical Proposal consists of narrative descriptions of how the bidder will manage all aspects of the performance requirements of the contract as expressed in **Section C.2 Performance Requirements**. Bidders may provide additional information or recommendations relevant for consideration in the State's determination of award of this contract. Each

bidder's Technical Proposal must include separate responses to the following requirements pertaining to format and content:

a. Cover Page

The bidder must submit a cover page for the Technical Proposal (Attachment 5), signed by an official authorized to bind the bidder to the provisions of the RFP and the bidder's response. All relevant fields should be completed legibly to assure that the evaluation committee can contact the bidder for clarification of bid contents.

b. Executive Summary (2 page limit)

The bidder's Technical Proposal must contain an Executive Summary which describes the bidder's understanding of the performance requirements outlined in Section C of the RFP, how the bidder can assist the Department's effort to assess the current reimbursement methodology, and how the contractor plans to provide information and recommendations to promote the efficient, economical, productive and stable delivery of early intervention services. Include affirmative statements that the bidder has a minimum of three (3) years successful experience performing analysis of health care, disability or educational payment systems; and can begin implementing the project according to the date prescribed in the RFP.

c. Organizational Background and Experience (8 page limit)

1. Provide a description of the bidder's organization and its business mission, headquarters and branch office locations, parent and subsidiary organizations, and the relationship between the bidder's organization and any parent or subsidiary. The bidder must include the number of years the organization has been in business and describe its ability to meet the performance requirements of this RFP including technologies, special techniques, skills or abilities of the organization.
2. Describe in detail the bidder's experience performing analysis of health care, disability or educational payment systems. The bidder should include experience with the any of the following: Part C IDEA regulations, NYS Early Intervention program procedures and requirements, the Medicaid Program, and similar types of service systems, such as those delivered under the auspices of the Office of Mental Retardation and Developmental Disabilities, Office of Mental Health, and State Education Department. All experience referenced should substantiate the bidder's qualifications and capabilities to perform the RFP's specifications described in Section C.

The projects referenced in the descriptions above must be specifically identified and the name of the customer shown, including the name, address and telephone number of the responsible official of the customer, company or agency who may be contacted by the State.

d. Staffing Background and Experience (7 page limit)

1. Describe the work experience and other relevant background of key staff who will be assigned to work under the contract resulting from this RFP and provide references that

may be contacted by the Department. Include a staffing plan necessary to accomplish the contract requirements.

e. Project Description (20 page limit)

The contractor will be responsible for conducting all work necessary to meet the contract performance requirements. Provide a detailed description of the bidder's proposed plan to implement, perform and oversee the following requirements:

- Review, evaluate and analyze the current program payment methodology.
- Propose potential modifications or new reimbursement methodologies to address concerns identified by the Department and the RAP. Any proposed methodologies must be compliant with Part C of the federal IDEA and its regulations, NYS Public Health Law, Part 69 of 10NYCRR and conform to federal CMS and State Medicaid requirements and billing standards.
- Provide data collection and analyses of multiple sources of information pertinent to the reimbursement for the program, including:
 - The NYS Consolidated Fiscal Report (CFR) managed by the State Office for Mental Health (see Appendix G) for early intervention agencies that submit CFRs as part of this system;
 - Collection of actual provider data related to delivery of early intervention services from early intervention service providers throughout the State to be selected in conjunction with the Department.
 - The potential impact to service utilization and program costs of proposed changes to the reimbursement methodology;
 - The impact on provider capacity by geographical area and professional discipline based on proposed changes to the reimbursement methodology; and
 - The impact of proposed changes on children and families served in the program.
- Develop data collection tools and methodology to evaluate the proposed rate methodology to evaluate rate methodology on an ongoing basis, including the relationship between rates and provider costs.

The description submitted should include details of the technical and administrative resources to be used to accomplish the requirements of the contract resulting from this RFP such as proposed staffing, database development and maintenance, quality assurance measures, data security, and reporting to the Department. **Sample reports can be submitted and are not subject to formatting restrictions. Sample reports can be up to 15 pages total, must be clearly labeled, and will not count towards the 20 page limit for this section.**

2. Part 2 - Financial Proposal

The bidder must submit a cover page for the Financial Proposal (Attachment 6), signed by an official authorized to bind the bidder to the provisions of the RFP and the bidder's response. The signed cover sheet includes an attestation that the bidder's Financial proposal will remain valid for a minimum of 365 days from the Evaluation and Analysis of Current and Alternative Reimbursement Methodologies for the NYS Early Intervention Program– RFP proposal Due Date. All relevant fields should be completed legibly to assure that the evaluation committee can contact the bidder for clarification of bid contents.

Vendors must provide evidence of their financial ability to perform the terms and conditions of the contract. Each vendor must include audited financial statements for the last three years of operations. If the vendor is not required to have independent audits performed, a statement to that effect must be included with the cost proposal. If independent audits are not required, other evidence of the vendor's financial ability to perform must be included. At a minimum, this must include an audited annual financial statement, report by a third-party service (e.g., Dunn and Bradstreet), etc. Additionally, statements from a bank confirming the level of account balances, or similar document must be included. If audited financial statements are available, they must be included even if proprietary in nature. If they are proprietary, vendors will so indicate.

a. Financial Bid Form

The Financial Proposal (complete the Bid Form [Attachment 2] and Bid detail sheet [Attachment 3]) must contain quarterly prices for contract activities listed. All costs associated with the contract activities should be included in prices listed on the bid detail sheet including but not limited to travel, personnel costs (including fringe), overhead, supplies and miscellaneous costs. The bid detail sheet will be used to develop the schedule for contractor payment over the course of the contract. The contractor will not be reimbursed for expenses that exceed what is listed on the bid form.

3. Method of Award

Vendor Selection

This is a competitive procurement that will result in a contract to complete the contract deliverables and performance requirements as stated in Section C. At the discretion of the Department, any and all proposals may be rejected.

In order to award a contract, the Department will select the Bidder that submits the proposal that offers the best value as determined by the combined Technical Proposal and Financial Proposal score. The best value means awarding the contract for services to the bidder that optimizes quality, cost, and efficiency among all responsive and responsible bidders.

The bidder with the highest total combined Technical Proposal score and Financial Proposal score will be selected. There is a maximum achievable total combined score of 100 (Technical Proposal score 70 plus Financial Proposal score 30). Bidders will be ranked from high to low based on their total combined score.

In the event of a tie, the determining factor(s) for award, in descending order of importance, will be:

- Lowest cost
- Minority/Women-owned Business Enterprise (MWBE) utilization
- Past experience
- References

Evaluation Committees

Evaluation teams will consist of Department staff, assisted by other persons as the Department deems necessary. Two evaluation teams will be established to review the proposals. The Technical evaluation team will consist of three (3) program experts and (1) alternate. The alternate will be trained for the review but will not review the proposal unless one of the evaluators cannot complete their duties due to unforeseen circumstances. The Financial evaluation team will verify the accuracy of the bid form and bid detail sheet, and conduct the mathematical formula required to determine the final Financial score. A member of the Financial evaluation team may be required to contact the bidder to verify figures or resolve discrepancies in the bid form and / or bid detail sheet.

Selection Committee

The Bureau of Early Intervention Administrative Services Unit will collect and tabulate all evaluation scores from the technical and financial review committees. Technical evaluation scores will be averaged to obtain one Technical score for each proposal. The final Technical score (ranging from 0-70) and the final Financial score (ranging from 0-30) will be added together to establish the proposal's final overall score (ranging from 0-100). Proposals will be sorted in order, with the highest score listed first. The proposal with the highest overall score will be selected for contract award.

a. Compliance Evaluation

All responses to the RFP will be subject to a Compliance Evaluation. All responses that pass the Compliance Evaluation will be submitted to both the Technical Evaluation Committee and the Financial Evaluation Committee. Bidders that fail the Compliance Evaluation will be eliminated from the procurement process for this RFP.

In completing the Compliance Evaluation, the Department has the right to request clarifying information or request information that is necessary. The Compliance Evaluation will have a pass/fail screening that includes the following requirements:

1. The bidder has indicated on the transmittal letter that they have a minimum of three (3) years successful experience performing analysis of health care, disability or educational payment systems.
2. The bidder and its subcontractors do not have a conflict of interest that will preclude them from performing this work objectively.
3. The bid is submitted prior to required deadline, contains signed transmittal letter, and contains separate signed cover sheets for both the technical and financial proposals.

b. Technical Proposal Score (Total- 70 points)

The Department will evaluate and score proposals based on each bidder’s ability to complete the performance requirements as described in this RFP. The evaluation will be based on the bidder’s written technical proposal; any responses to clarifying questions; information obtained through reference checks; and the Department’s and other State agencies’ experience with the bidder or its proposed subcontractors.

The following formula will be used to determine each bidder’s final technical proposal score:

$t = (x / y) * 70$ where:

- x = technical score of proposal being scored,
- y = technical score of highest technical scoring proposal,
- 70 = maximum technical points available, and
- t = normalized technical score for bidder being scored

For example, the score of the three highest scoring Technical Proposals would be calculated as follows:

Technical Proposal Ranking	Raw Technical Evaluation Score	% of Score to Highest Score	Score (x) / Highest Score (Y) x 70	Final Score (t)
Highest score	65 (y)	65/65 =100%	1.000 x 70 = 70.0	70.0
Second highest score	55 (x)	55/65 = 84.6%	0.846 x 70 = 59.2	59.2
Third highest score	50 (x)	50/65 = 76.9%	0.769 x 70 = 53.8	53.8

c. Financial Proposal Score (Total – 30 points)

The Financial Proposal maximum score of 30 will be awarded to the bidder with the lowest total bid (price) for all contract activities for the entire 15 month contract period.

Scores ranging up to 30 will be awarded to bidders by calculating the percentage that the lowest total bid (price) is of the other bidders’ total bid, and then multiplying that percentage times the maximum score of 30. The following formula will be used to determine each bidder’s final financial proposal score:

$t = (x / y) * 30$ where:

- x = total bid price of proposal being scored,

y = total bid price of the lowest bid,
 30 = maximum financial points available, and
 t = normalized financial score for bidder being scored

For example, the score of the three highest scoring Financial Proposals would be calculated as follows:

Financial Proposal Ranking	Total Bid Price	% of Lowest Total Bid Price (y/x)	% of Lowest Total Bid Price (y/x) x 30	Final Score (t)
Lowest total bid price	\$10 (y)	10/10 = 100%	1.000 x 30 = 30.0	30.0
Second lowest total bid price	\$20 (x)	10/20 = 50.0%	0.500 x 30 = 15.0	15.0
Third lowest total bid price	\$30 (x)	10/30 = 33.3%	0.333 x 30 = 10.0	10.0

E. ADMINISTRATIVE

1. Issuing Agency

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

2. Inquiries

All substantive questions should be submitted in writing, via mail or e-mail by the date listed in the Schedule of Key Events to:

Terry Ayers
 Bureau of Early Intervention
 NYS Department of Health
 Corning Tower room 287
 Albany, NY 12237
BEIARRA@health.state.ny.us

Questions of a technical nature can be addressed by mail or e-mail at the address above. Questions of a technical nature are limited to how to prepare your proposal (e.g., formatting) rather than relating to the substance of the proposal.

Each inquiry should cite the RFP section and paragraph to which it refers. Written questions will be accepted until the date posted on the date listed in the Schedule of Key Events. Any questions submitted electronically to the BEIARRA mail log must enter the following in the subject line of the e-mail: BEI ARRA Reimbursement Methodologies RFP 1001251152.

Responses to all written questions will be posted on the DOH website on or about the date listed in the Schedule of Key Events.

Prospective bidders should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised during the Question and Answer period.

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> by the date listed in the Schedule of Key Events. Bidders wishing to receive these documents via mail must complete and send in the Non-Mandatory Letter of Intent to Bid (Attachment 1).

3. Non-Mandatory Letter of Intent to Bid

All potential bidders are strongly encouraged to complete and send in the Letter of Intent to Bid (Attachment 1) by the date listed in the Schedule of Events. Although the letter is not a requirement of the RFP, information obtained from the letters received will serve as a foundation for a comprehensive list of potential bidders so that all listed potential bidders can receive responses to all questions and other amendments to the RFP. Any and all objections to the requirements in this RFP must be raised and resolved in the question and answer phase. Bidders are instructed not to include any assumptions or proposed changes to RFP requirements in their proposal.

4. Submission of Proposals

Interested vendors should submit 1 original and 3 signed copies of their Bid Proposal not later than 4:00 on the date listed in the Schedule of Key Events. Originals and copies should not be bound or stapled; please use rubber bands or clips. Proposals may be submitted via mail service or hand delivered. It is the bidders' responsibility to see that a complete bid package is delivered to the address listed in this section 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 by the due date and time will not be considered.

Responses to this solicitation should be clearly marked "**Evaluation and Analysis of Current and Alternative Reimbursement Methodologies for the NYS Early Intervention Program RFP 1001251152**" and directed to:

Terry Ayers
Bureau of Early Intervention
NYS Department of Health
Corning Tower room 287
Albany, NY 12237-0660

A Checklist for Proposal Submission has been included as Attachment 8 to this RFP. Bidders should use the checklist to ensure a complete proposal is submitted. Failing to

submit a complete proposal may result in the proposal being disqualified from the selection process.

5. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO

- a. Reject any or all proposals received in response to the RFP;
- b. Withdraw the RFP at any time, at the agency's sole discretion;
- c. Make an award under the RFP in whole or in part;
- d. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- e. Seek clarifications and revisions of proposals;
- f. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- g. Prior to the **bid opening**, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- h. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
- i. Change any of the scheduled dates;
- j. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- k. Waive any requirements that are not material;
- l. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
- m. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
- n. Utilize any and all ideas submitted in the proposals received;
- o. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and, Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal

and/or to determine an offerer's compliance with the requirements of the solicitation.

6. Payment and Reporting

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

NYS Department of Health
Administrative Services Unit—ARRA/RM
Bureau of Early Intervention
Corning Tower room 287
Albany, NY 12237-0660

Payment of such invoices by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Contractor will submit monthly vouchers to the Department's designated payment office. The Voucher must follow the format provided by the Department. The amount allowed per voucher will be based on the financial proposal bid form submitted in response to this RFP. Monthly vouchers will be due thirty (30) days after the end of the month and must be accompanied by a progress report. Vouchers that are submitted without a progress report will not be processed for payment. Failure of the contractor to meet the deliverables outlined in this contract may also result in vouchers not being processed until the deliverables are met.

In addition, the following reports and meetings will be required. The timeline for these reports and meetings will be determined once a contract is in place at the discretion of DOH.

- The vendor shall submit to the Department comprehensive reports to model the impact of potential changes to reimbursement methodology under consideration by the Department.
- The vendor shall meet with Department staff and attend Department-sponsored meetings with external stakeholders in New York State as needed to complete the project.

This contract is funded by the American Recovery and Reinvestment Act of 2009 (ARRA). As such, special reporting requirements will be required before payments can be made. The special reports required are detailed in Attachment 18 of this document.

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's

website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

7. Term of Contract

This agreement shall be effective upon approval of the NYS Office of the State Comptroller. The contract resulting from this RFP is expected to be for the period July 1, 2010 to September 30, 2011. Renewals or extension will not be granted.

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

8. Debriefing

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

9. Protest Procedures

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: http://www.osc.state.ny.us/agenices/gbull/g_232.htm.

10. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 10).

11. State Consultant Services Reporting

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

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

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

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

12. Lobbying Statute

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

- a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c. requires governmental entities to designate persons who generally may be the

- only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d. authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
 - e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
 - f. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
 - g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
 - h. modifies the governance of the New York State Commission on Public Integrity
 - i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
 - j. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
 - k. establishes the Advisory Council on Procurement Lobbying.

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

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

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

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

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

14. 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/>

15. New York State Tax Law Section 5-a

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

subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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

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

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

16. Piggybacking

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

17. 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. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from a M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan

(Attachment 17) and submit this Plan with their bid documents.

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

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

F. APPENDICES

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

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B - Request for Proposal
- APPENDIX C - Proposal
The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.
- APPENDIX D - General Specifications
- APPENDIX ARRA – Language for Contracts Funded in Whole or in Part by the American Recovery and Reinvestment Act
- APPENDIX E

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

- Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
 - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-

Insurance.

- Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **DB-120.1** – Certificate of Disability Benefits Insurance
 - **DB-155** – Certificate of Disability Benefits Self-Insurance
- Appendix G – Notices
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)
- Appendix X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

G. ATTACHMENTS

1. Letter of Intent to Bid
2. Bid Form
3. Bid Detail Sheet
4. No Bid Form
5. Technical Proposal Cover Sheet
6. Financial Proposal Cover Sheet
7. Transmittal Letter
8. Proposal Checklist
9. Contract Boilerplate
10. App. A, App. D, App. G, App. H.
11. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
12. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
13. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
14. State Consultant Services Form B, Contractor's Annual Employment Report
15. Vendor Responsibility Attestation
16. M/WBE Utilization Plan
17. Appendix ARRA - Language for Contracts Funded in Whole or in Part by the American Recovery and Reinvestment Act
18. Special ARRA Reports (please refer to the RFP posting on the DOH website)

Attachment 1
LETTER OF INTENT TO BID

This non-mandatory Letter of Intent to Bid should be mailed to the address below or submitted via Fax to (518) 486-1090 and received by the date listed in the Schedule of Key Events.

New York State Department of Health
Bureau of Early Intervention Room 287
Corning Tower, Empire State Plaza
Albany, New York 12237
Attn: Terry Ayers

Dear Ms. Ayers:

_____ has received the Request for Proposals, "Appraisal of Reimbursement Methodologies for the NYS Early Intervention Program."

____ We intend to submit a proposal to the New York State Department of Health Bureau of Early Intervention not later than 4:00 on the date listed in the Schedule of Key Events

Sincerely,

<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<i>Title</i>		<i>Title</i>	
<i>Name of Office Representative</i>		<i>Name of Official Representative</i>	
<i>Address</i>		<i>Address</i>	
<i>Telephone No.</i>	<i>Fax No.</i>	<i>Telephone No.</i>	<i>Fax No.</i>

Attachment 2

NEW YORK STATE DEPARTMENT OF HEALTH

BID FORM

Appraisal of Reimbursement Methodologies for the NYS Early Intervention Program FAU

Bidder Name:

Bidder Address:

Bidder Fed ID No:

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

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

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

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

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

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

No Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

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

With Bid

Upon Award

1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.

2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)

3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

Attachment 3

Appraisal of Reimbursement Methodologies for the NYS Early Intervention Program– RFP

Bid Detail Sheet*

Contract Activity	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Total
Migration of data provided by the Department						
Data collection and development of data collection methods						
Data analysis, recommendations, and reports to the Department						
Travel and presentation to the Department and RAP						
Total						

* All costs associated with the contract activities should be included in prices listed on the bid detail sheet including but not limited to travel, personnel costs (including fringe), overhead, supplies and miscellaneous costs. The bid detail sheet will be used to develop the schedule for contractor payment over the course of the contract. The contractor will not be reimbursed for expenses incurred above what is listed on the bid form.

Attachment 4

NEW YORK STATE
DEPARTMENT OF HEALTH

NO-BID FORM

Appraisal of Reimbursement Methodologies for the
NYS Early Intervention Program

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

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

- Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature)	(Date)
(Officer Title)	(Telephone)

(e-mail Address)

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

Attachment 5

Appraisal of Reimbursement Methodologies for the NYS Early Intervention Program

Technical Proposal Cover Sheet

Name of Bidder (<i>Legal name as it would appear on a contract</i>)	
Mailing Address (<i>Street address, P.O. Box, City, State, ZIP Code</i>)	
Federal Employee Identification Number:	NYS Charity Registration Number:
Person authorized to act as the contact for this firm in matters regarding this proposal:	
Printed Name (<i>First, Last</i>):	Title:
Telephone number:	Fax number:
E-mail:	
Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:	
Printed Name (<i>First, Last</i>):	Title:
Telephone number:	Fax number:
E-mail:	
(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board:	
Printed Name (<i>First, Last</i>):	Title:
Signature of Bidder or Authorized Representative	Date:

Attachment 6

Appraisal of Reimbursement Methodologies for the NYS Early Intervention Program

Financial Proposal Cover Sheet

Name of Bidder (<i>Legal name as it would appear on a contract</i>)	
Mailing Address (<i>Street address, P.O. Box, City, State, ZIP Code</i>)	
Federal Employee Identification Number:	NYS Charity Registration Number:
Person authorized to act as the contact for this firm in matters regarding this proposal:	
Printed Name (<i>First, Last</i>):	Title:
Telephone number:	Fax number:
E-mail:	
Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:	
Printed Name (<i>First, Last</i>):	Title:
Telephone number:	Fax number:
E-mail:	
(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board:	
Printed Name (<i>First, Last</i>):	Title:
Signature of Bidder or Authorized Representative	Date:

By signing this form the above Bidder or Authorized Representative attests that the bid price submitted on the Bid Form (Attachment 2) will remain valid for a minimum of 365 days from the RFP Due Date

Attachment 7

Appraisal of Reimbursement Methodologies for the NYS Early Intervention Program

Transmittal Letter

Enclose this letter with the Technical Proposal

I attest to the following bid requirements:

The bidding entity has a minimum of three (3) years successful experience performing analysis of health care, disability or educational payment systems. Evidence of this experience is demonstrated in the enclosed proposal.

Circle one: Yes No

Does the bidding entity or its proposed subcontractors have a business relationship(s) and / or ownership interest that may represent a potential conflict of interest for the bidder as described by the Conflict of Interest specifications of Section C.4 of the RFP?

Circle one: Yes No

If yes, please attach to this transmittal letter a description of all such relationships with a brief narrative of how the potential conflict of interest and / or the disclosure of confidential information relating to this contract will be avoided.

**answering yes to the above question will not automatically disqualify the bidder. Each business relationship detailed will be reviewed to determine if a conflict of interest exists that would prohibit the Department from awarding the contract to the bidder.*

Name of Bidder <i>(Legal name as it would appear on a contract)</i>	
Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:	
Printed Name <i>(First, Last):</i>	Title:
Telephone number:	Fax number:
E-mail:	
(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board:	
Printed Name <i>(First, Last):</i>	Title:
Signature of Bidder or Authorized Representative	Date:

Attachment 8

Appraisal of Reimbursement Methodologies for the NYS Early Intervention Program

Checklist for Proposal Submission (For bidder's use only; should not be included in the proposal.)

- The Technical Proposal and the Financial Proposal are packaged in separate, sealed marked envelopes.
- Signed original plus three (3) additional copies of the Technical and Financial proposals are enclosed.
- Technical Proposal Cover Sheet (Attachment 5) is completed, signed, dated and included with the Technical Proposal.
- Transmittal Letter (Attachment 7) is completed, signed, dated and included with the Technical Proposal.
 - If a potential conflict of interest is noted, a description of the relationships that would cause the potential conflict of interest must be included with the Transmittal Letter with a narrative of how the potential conflict of interest and / or the disclosure of confidential information relating to the contract will be avoided.
- Financial Proposal Cover Sheet (Attachment 6) is completed, signed, dated and included with the Financial Proposal.
- The Bid Form (Attachment 2) is completed, signed, dated and included with the Financial Proposal.
- The Bid detail sheet (Attachment 3) is completed and included with the Financial Proposal.
- Completed M/WBE forms are included with the Financial Proposal.
- Completed Vendor Responsibility Attestation included

Contract Boilerplate

MISCELLANEOUS / CONSULTANT SERVICES - ARRA

STATE AGENCY (Name and Address):	NYS COMPTROLLER'S NUMBER:
.	.
.	ORIGINATING AGENCY CODE:12000
.	.
_____	_____

CONTRACTOR (Name and Address):	TYPE OF PROGRAM(S):
.	.
.	.
.	.
_____	_____

CHARITIES REGISTRATION NUMBER:	CONTRACT TERM
.	FROM:
.	TO:

CONTRACTOR HAS () HAS NOT () TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS	FUNDING AMOUNT FOR CONTRACT TERM:
.	.

FEDERAL TAX IDENTIFICATION NUMBER:	
.	
<i>MUNICIPALITY NO. (if applicable):</i>	
.	

STATUS:	
CONTRACTOR IS () IS NOT () A SECTARIAN ENTITY	
.	

CONTRACTOR IS () IS NOT () A NOT-FOR-PROFIT ORGANIZATION	() IF MARKED HERE, THIS CONTRACT'S RENEWABLE FOR ___ ADDITIONAL ONE-YEAR PERIOD(S) AT THE SOLE OPTION OF THE STATE AND SUBJECT TO APPROVAL OF THE OFFICE OF THE STATE COMPTROLLER.
.	.

CONTRACTOR IS () IS NOT () A N Y STATE BUSINESS ENTERPRISE	
.	

BID OPENING DATE:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT
Precedence shall be given to these documents in the order listed below.

- X APPENDIX A Standard Clauses as required by the Attorney General for all State Contracts.
- ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
- ___ APPENDIX Q Modification of Standard Department of Health Contract Language

- X STATE OF NEW YORK AGREEMENT
- X APPENDIX ARRA Special Language for Contracts Funded in Whole or in Part by the
(Vendor Version) American Recovery and Reinvestment Act of 2009 (ARRA)
- X APPENDIX D General Specifications
- X APPENDIX B Request For Proposal (RFP)
- X APPENDIX C Proposal
- X APPENDIX E-1 Proof of Workers' Compensation Coverage
- X APPENDIX E-2 Proof of Disability Insurance Coverage
- X APPENDIX G Notices
- ___ APPENDIX H Federal Health Insurance Portability and Accountability
Act Business
Associate Agreement

CONTRACT NO.:

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

	.	
CONTRACTOR	.	STATE AGENCY
	.	
	.	
	.	
	.	
	.	
	.	
By: _____	.	By: _____
	.	
	.	
Printed Name	.	Printed Name
	.	
Title: _____	.	Title: _____
	.	
Date: _____	.	Date: _____
	.	
	.	State Agency Certification:
	.	"In addition to the acceptance of this contract,
	.	I also certify that original copies of this
	.	signature page will be attached to all other
	.	exact copies of this contract."
	.	
	.	

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

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

individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has formally requested contractors to submit bid proposals for the project described in Appendix B for which bids were opened on the date noted on the face pages of this AGREEMENT; and

WHEREAS, the STATE has determined that the CONTRACTOR is the successful bidder, and the CONTRACTOR covenants that it is willing and able to undertake the services and provide the necessary materials, labor and equipment in connection therewith;

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the covenants and obligations moving to each party hereto from the other, the parties hereto do hereby agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- B. The maximum compensation for the contract term of this AGREEMENT shall not *exceed the amount specified on the face page hereof.*
- C. This AGREEMENT may be renewed for additional periods (PERIOD), as specified
on the face page hereof.
- D. To exercise any renewal option of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT. The modification agreement is subject to the approval of the Office of the State Comptroller.
- E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
- F. For the purposes of this AGREEMENT, the terms "Request For Proposal" and "RFP" *include all Appendix B documents as marked on the face page hereof.*
- G. For the purposes of this AGREEMENT, the term "Proposal" includes all Appendix C documents as marked on the face page hereof.

II. Payment and Reporting

- A. The CONTRACTOR shall submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the contract, the State Agency and the State Comptroller, to the STATE's designated payment office in order to receive payment.

- B. Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

- C. This AGREEMENT is to be funded with American Recovery and Reinvestment Act (ARRA) funds. Special and timely reporting is required as a condition of award and payment.

The CONTRACTOR shall submit ARRA reports to the STATE on a monthly basis containing the information and formatting as specified by the STATE .

In addition to the detailed reports required in this AGREEMENT, the STATE may request additional reports at its discretion.

The CONTRACTOR is responsible for holding all sub-contractors to these reporting requirements.

III. Term of Contract

- A. Upon approval of the NYS Office of the State Comptroller, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including

the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.

- D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.
- E. 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.

IV. Proof of Coverage

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:

- A. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
 - 1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - 2. 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
 - 3. 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:
 - 1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - 2. DB-120.1 – Certificate of Disability Benefits Insurance OR
 - 3. DB-155 – Certificate of Disability Benefits Self-Insurance

**Insert Appendix A (PDF)
and 02/10 Appendix D (PDF)
And
Appendix H (HIPPA) PDF**

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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APPENDIX D
GENERAL SPECIFICATIONS

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:
- All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of

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

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

- I. Non-Collusive Bidding
By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

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

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

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

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

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

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. **Work for Hire Contract**
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.
- M. **Technology Purchases Notification --** The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
 - 1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

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

- a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.
- b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.
- c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Warranty Disclosure

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

- a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and
- b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement.

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

3. Warranty Statement

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

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

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

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

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

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

- O. No Subcontracting
Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.
- P. Superintendence by Contractor
The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.
- Q. Sufficiency of Personnel and Equipment
If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.
- R. Experience Requirements
The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.
- S. Contract Amendments
This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

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

T. Provisions Upon Default

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

U. Termination Provision

Upon termination of this agreement, the following shall occur:

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

V. Conflicts

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

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

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

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

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

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

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

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
 - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the

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

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

Y. Certification Regarding Debarment and Suspension

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

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

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

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

Instructions for Certification

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

those regulations.

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

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

Z. Confidentiality Clauses

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

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

AA. Provision Related to Consultant Disclosure Legislation

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

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

BB. Provisions Related to New York State Procurement Lobbying Law

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

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

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

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.

Appendix G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

Appendix H

for CONTRACTOR that uses or discloses individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
 - A. “Business Associate” shall mean 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”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
 - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
 - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT.
 - C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
 - D. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 5. Contact procedures for Covered Program to ask questions or learn additional information.
 - E. 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 Business Associate on behalf of Covered Program agrees to the same restrictions and conditions that apply through this AGREEMENT to Business Associate with respect to such information.

- F. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
 - G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
 - H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
 - I. 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. Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
 - K. Business Associate agrees 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. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
 - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
 - C. Business Associate may disclose Protected Health Information as Required By Law.
- IV. Term and Termination
- A. This AGREEMENT shall be effective for the term as specified on the cover page 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; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if 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, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, 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.

V. Violations

A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided,

however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program 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 HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H 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 Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

**Agency Code 12000
APPENDIX X**

Contract Number: _____

Contractor: _____

Amendment Number X-_____

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

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

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

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

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

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

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

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

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

This will result in new contract terms of:

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____ .
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

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

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Attachment 11 and 12

N.Y.S Taxation and Finance
Contractor Certification Form ST-220TD

(See Attached PDF File)

AND

N.Y.S Taxation and Finance
Contractor Certification Form ST-220CA

(See Attached PDF File)



Contractor Certification

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

ST-220-TD

(5/07)

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 or state agency	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.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

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.

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.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

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)



Contractor Certification to Covered Agency

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

ST-220-CA

(6/06)

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

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

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

(name)

(title)

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

(Mark an X in only one box)

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

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

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?
Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

Attachments 13 and 14

13) State Consultant Services Form A, Contractor's Planned Employment from Contract Start Date through End of Contract Term

14) State Consultant Services Form B, Contractor's Annual Employment Report

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.

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 15

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 16

New York State Department of Health M/WBE Utilization Plan

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. M/WBE Utilization Plan
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
M/WBE UTILIZATION PLAN**

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 17
APPENDIX ARRA - VENDOR
Special Language for Contracts
Funded in Whole or in Part by the American Recovery and Reinvestment Act of
2009 (ARRA)*

A. REGISTRATION REQUIREMENTS - DUNS

CONTRACTOR agrees to obtain a Data Universal Numbering System (DUNS) number (or update its existing DUNS record) as a condition for receiving this award.

For all documentation related to this AGREEMENT, the CONTRACTOR shall:

(a) Provide the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the CONTRACTOR’s name and address exactly as stated in the AGREEMENT. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the CONTRACTOR to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts .

(b) Contact Dun and Bradstreet directly to obtain a DUNS number, if it does not already have one.

(1) A CONTRACTOR may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the CONTRACTOR does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The CONTRACTOR should indicate that it is an CONTRACTOR for a New York State Government contract when contacting the local Dun and Bradstreet office.

(c) The CONTRACTOR should be prepared to provide the following information to either obtain a DUNS number or to update its existing DUNS record:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state and ZIP Code.
- (4) Company mailing address, city, state and ZIP Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

B. WAGE RATES

Notwithstanding any other provision of law, and in a manner consistent with other provisions in the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by, or assisted in whole or in part by and through the Federal Government pursuant to the ARRA, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor, in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

C. USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS

Consistent with Section 1605 of the ARRA, the CONTRACTOR agrees to the following conditions:

(a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that:

(1) Applying subsection (a) would be inconsistent with the public interest;

(2) Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

D. SPECIAL REPORTING REQUIREMENTS

In addition to regular Department of Health reporting requirements, the CONTRACTOR will be required to provide additional information related to this AGREEMENT. In accordance with Section 1512(c) of the ARRA, which requires, as a condition of receipt

of funds, regular reporting on the use of funds, and the data elements of the Federal Funding Accountability and Transparency Act of 2006, as amended, CONTRACTORS that receive awards funded in whole or in part by the ARRA, must report information to the STATE **monthly**. Information to be reported may include but not be limited to the following:

- (1) The name of the project or activity;
- (2) The dollar amount of CONTRACTOR invoices;
- (3) The supplies delivered and/or services performed;
- (4) An assessment of the completion status of the project or activity;
- (5) An estimate of the number of jobs created and the number of jobs retained as a result of the ARRA funds;
- (6) The names and total compensation of each of the five most highly compensated officers for the calendar year in which the contract is awarded;
- (7) Specific information on first -tier subcontractors.

The CONTRACTOR will maintain detailed records of its expenditure of ARRA funds in connection with this AGREEMENT and submit reports as requested by the STATE. The STATE, as recipient of funds under the ARRA, is subject to timely reporting requirements and oversight by federal agency inspectors. In addition to the detailed reports required in this AGREEMENT, the STATE may request additional reports at its discretion.

Payment for services rendered will be contingent on timely submission of the required reports.

The CONTRACTOR is also responsible for holding all sub-contractors to these reporting requirements.

Specific reporting requirements are detailed in Section II-C of the AGREEMENT.

E. FEDERAL OVERSIGHT

The following ARRA Sections are incorporated into this AGREEMENT:

SEC. 902. ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE.

(a) ACCESS.—Each contract awarded using funds made available in this Act shall provide that the Comptroller General and his representatives are authorized to:

- (1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

SEC. 1514. INSPECTOR GENERAL REVIEWS.

(a) REVIEWS.—Any inspector general of a Federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using funds made available in this Act. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in this Act, shall be posted on the inspector general's website and linked to the website established by section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

SEC. 1515. ACCESS OF OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES.

(a) ACCESS.—With respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized to:

- (1) Examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and
- (2) Interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

F. WHISTLEBLOWER PROTECTIONS

The CONTRACTOR shall post notice of employees rights and remedies for whistleblower protections under Section 1553 of the ARRA. The substance of this clause shall be included in all subcontracts. At minimum, the posting shall include the following information:

[Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5](#), provides protections for certain individuals who make specified disclosures relating to Recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Who is protected?

Employees of non-federal employers receiving recovery funds, including state and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

What are whistleblowers protected from?

Covered employees are protected from being discharged, demoted, or otherwise discriminated against as a reprisal for making a protected disclosure.

What kinds of disclosures are protected?

To be protected, the disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

In addition, the disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

How to report a whistleblower reprisal complaint:

If you have a whistleblower reprisal complaint please refer to the [Agency Fraud Hotlines](#) page for links to the Inspectors General (<http://www.recovery.gov/?q=content/agency-fraud-hotlines>).

G. MALFEASANCE

CONTRACTORS or sub-contractors awarded funds made available under the ARRA shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

H. CIVIL RIGHTS OBLIGATIONS

Recipients and sub-recipients of ARRA funds or other Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services), and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on recipients and sub-recipients. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religious, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and

non-profit agencies), and the Fair Housing Act (prohibiting discriminatory housing practices based upon race, color, religion, sex, national origin, disability, or familial status), as well as any other applicable civil rights laws.

I. PUBLICATION

Information gathered from this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. This Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code or under any other applicable law or regulation.

J. ONE-TIME FUNDING

ARRA funding provided for this AGREEMENT should be considered one-time funding and may not be available beyond the dates included in the AGREEMENT. All payments by the STATE will be contingent upon receipt of timely and acceptable reports as required in the AGREEMENT.

K. JOB POSTING REQUIREMENTS

The CONTRACTOR shall post any jobs that it creates or seeks to fill as a result of this ARRA funding on the New York State Department of Labor website (www.labor.ny.gov) in addition to any other postings made. Any advertisements posted for such jobs or positions must indicate ARRA funding.

- * This Appendix incorporates language mandated by Governor David A. Paterson in his May 27, 2009 executive memorandum to State Agencies that Administer ARRA Funds (Rider A).

Attachment 18
Special ARRA Reports

**NEW YORK STATE DEPARTMENT OF HEALTH
SPECIAL ARRA REPORTING – PROCUREMENTS (“Prime Vendors”)
MONTHLY DATA ELEMENTS**

These instructions supplement the ARRA reporting guidance available on the federal Recovery.gov Web site. Contractors should review the materials provided on the Recovery.gov Web site, relevant Federal Register notices, and the further guidance listed below for a full understanding of reporting requirements under the Recovery Act. These instructions build on publications issued by the Office of Management and Budget, including those referenced below.

For questions relating to these instructions, contact дохаррепортинг@health.state.ny.us or your contract administrator.

For further guidance, please review:

1. OMB June 22 guidance on reporting: http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf
2. Frequently Asked Questions to expand on the guidance: http://www.whitehouse.gov/omb/recovery_faqs/
3. Data dictionary describing data elements required in reports: <http://www.recovery.gov/?1=content/recipient-reporting>
4. OMB December 18, 2009 Updated Guidance on the American Recovery and Reinvestment Act – Data Quality, Non-Reporting Recipients, and Reporting of Job Estimates:
http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf

Instructions for completing *Special ARRA Reporting – Procurements Template*

The *Special ARRA Reporting – Procurements* template provides the data elements and format for monthly ARRA grant reporting. ARRA Section 1512 requires DOH (“prime recipient”) to submit quarterly reports on expenditures, performance status, and job creation for each ARRA grant received. This template captures contractor (“prime vendor”) information that DOH will either report directly on OMB’s FederalReportingTemplate – Grants and Loans or use to support DOH inputs. DOH may alter the data elements and formats in this template at any time. In addition, DOH will be making an Excel version of this template available and will strongly encourage electronic submission of this template to DOH when the Excel version is available.

ARRA Grant #: Federal grant number assigned to prime recipient.

Project Period: Contract period as indicated on DOH contract with prime vendor.

Prime vendor Name: Legal name of prime vendor.

Prime vendor DUNS #: Prime vendor organization’s 9-digit Data Universal Numbering System (DUNS) number.

Report Month and Year: Month and year for which report is being submitted.

Final Report: Indicate whether the report is the last report for the project.

Prime Vendor – Jobs Created or Retained: Prime vendors must list hours worked for each job created or retained as a result of ARRA funding for this grant project. The points below offer general guidance; refer to the federal Web sites listed above for a more comprehensive review of ARRA jobs reporting requirements.

1. A job created is a new position created and filled, or an existing unfilled position that is filled, that is funded by the Recovery Act.
2. A job retained is an existing position that is now funded by the Recovery Act.

**NEW YORK STATE DEPARTMENT OF HEALTH
SPECIAL ARRA REPORTING – PROCUREMENTS (“Prime Vendors”)
MONTHLY DATA ELEMENTS**

3. A funded job is one in which the wages and salaries are either paid for or will be reimbursed with Recovery Act funding. Note that a job that is paid initially with non-Recovery Act dollars may be reported as created or retained as long as such dollars eventually will be reimbursed with Recovery Act funds for the jobs being reported. For example, a prime vendor may decide to begin hiring new employees as soon as they are notified of the amount of their ARRA contract, but before Recovery Act dollars are received or expended. If, in this situation, if the non-Recovery Act dollars that are paying the wages of the new employees were used as an advance on the Recovery Act dollars awarded, the prime vendor can appropriately report these jobs as created or retained.
4. Part-time jobs can be reported, subject to the above conditions.
5. Prime vendors should not attempt to report on the employment impact upon materials suppliers and central service providers (so-called “indirect” jobs) or on the local community (“induced” jobs).
6. Only include jobs created in the United States, the District of Columbia, and outlying areas.

Employee Name: Last name, first name of employee working in a job fully or partially funded by ARRA dollars.

Job Title: Position title assigned by prime vendor organization.

Type of Work: Select a classification to describe the job created or retained. A list of type of work classifications will be provided by the DOH contract manager.

Standard Hours in Full-time Schedule: Number of paid work days in payroll reporting period **X** number of paid hours in a standard full-time day:

ARRA Funded Hours: Number of hours employee worked in which salaries and wages were either paid for or will be reimbursed with Recovery Act funds. Include all Recovery Act funded hours, including vacation, holiday, and sick time. If the employee’s job was only partially funded by the Recovery Act, count only those hours funded by the Recovery Act. If the prime vendor does not have specific funding source information for each individual employee, calculate the proportion of Recovery Act funding against the full funding for each position. Use that proportion as the basis for calculating a proportionate share of Recovery Act funded hours. Use this proportionate share of hours as the amount reported.

Comments on Job Impact: Additional information regarding determination of hours worked, jobs impact beyond specific positions listed, basis for determining proportionate shares for jobs on projects with multiple funding sources, plans for reimbursement by Recovery Act funds if salaries and wages for reported jobs have not yet been paid for by the Recovery Act, explanation if expected job creation or retention did not occur, or other information pertinent to the job impact of the ARRA contract.

Supporting Documentation Submitted to DOH: Prime vendors must maintain documentation to substantiate that salaries and wages for jobs created or retained by the ARRA contract are either paid for or will be reimbursed with Recovery Act funding. Enter “Y” if prime vendor has provided DOH with appropriate documentation for hours reported.

**NEW YORK STATE DEPARTMENT OF HEALTH
SPECIAL ARRA REPORTING – PROCUREMENTS (“Prime Vendors”)
MONTHLY DATA ELEMENTS**

December 31,2009

Changes to Monthly Reporting Template Instructions – Prime Vendors

The Office of Management and Budget (OMB) issued updated guidance on 12/18/09 revising the methodology for reporting jobs created or retained as a result of Recovery Act funding¹. The full text of the OMB memorandum is available at http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf. Under the new rules, the subjective assessment of jobs created or retained as a consequence of an ARRA award has been replaced by a requirement to report only those jobs funded by the ARRA contract award. In addition, DOH as prime recipient will now report total FTEs for jobs created or retained by the ARRA contract award on a quarterly basis, not cumulatively over the contract period as specified under previous guidance.

Accordingly, DOH has made the following changes to its previously issued instructions to prime vendors for monthly ARRA contract reporting requirements:

Prime Vendor – Jobs Created or Retained: The definition of jobs created or retained has been revised as follows:

- A job created is a new position created or filled, or an existing unfilled position that is filled, that is funded by the Recovery Act contract.
- A job retained is an existing position that is now funded by the Recovery Act contract.
- A job funded by the Recovery Act is one in which the wages and salaries are either paid for or will be reimbursed by Recovery Act contract funding.

Note that a job that is paid initially with non-Recovery Act contract dollars may be reported as created or retained as long as such dollars eventually will be reimbursed with Recovery Act contract funds for the jobs being reported. For example, a prime vendor may decide to begin hiring new employees as soon as they are notified of the amount of their ARRA contract, but before Recovery Act contract dollars are received or expended. If, in this situation, the non-Recovery Act contract dollars that are paying the wages of the new employees were used as an advance on the Recovery Act contract dollars awarded, the prime vendor can appropriately report these jobs as created or retained.

This new guidance replaces item (1) in the previous DOH instructions. Item (2) has been deleted—see the revised “ARRA Funded Hours” item below for the methodology for split-funded jobs. Item (3) and the second bullet point in item (5) have also been deleted—prime vendors should simply report all hours worked and funded by the Recovery Act contract.

ARRA Funded Hours (formerly ARRA Project Hours): Number of hours employee worked in which salaries and wages were either paid for or will be reimbursed with Recovery Act contract funds. Include all Recovery Act funded hours, including vacation, holiday, and sick time. If the employee’s job was only partially funded by the Recovery Act contract, count only those hours funded by the Recovery Act contract. If the prime vendor does not have specific funding source information for each individual employee, calculate the proportion of Recovery Act contract funding against the full funding for each position. Use that proportion as the basis for calculating a proportionate share of Recovery Act funded hours. Use this proportionate share of hours as the amount reported.

This language replaces prior guidance specifying that hours reported should be the number of hours employee worked on the ARRA project in a job deemed to have been created or retained by ARRA, regardless of the funding source for wages and salaries related to jobs so designated.

¹ Note that “ARRA contract award” and “Recovery Act contract” are used interchangeably. Prime vendors must submit separate Monthly Reporting Templates for each DOH ARRA contract award and should **not** accumulate data across all DOH ARRA awards or all Recovery Act funds received from any source.

**NEW YORK STATE DEPARTMENT OF HEALTH
SPECIAL ARRA REPORTING – PROCUREMENTS (“Prime Vendors”)
MONTHLY DATA ELEMENTS**

Job Category: This field has been removed from the Monthly Reporting Template. Prime recipients do not need to distinguish between created and retained jobs. See the field “Supporting Documents Submitted to DOH” below for instructions on required documentation.

Comments on Job Impact: Include in comments any plans for reimbursement by Recovery Act contract funds if salaries and wages for reported jobs have not yet been paid for by the Recovery Act contract.

Supporting Documentation Submitted to DOH: Prime vendors must maintain documentation to substantiate that salaries and wages for jobs created or retained by the Recovery Act contract award are either paid for or will be reimbursed with Recovery Act contract funding. Prime vendors no longer need to document that a created or retained position would not have existed but for the ARRA contract award.

These new rules should be implemented for the quarter ended 12/31/09 to the extent practicable. Prime vendors may submit revised reports for October, November and December 2009 reflecting the revised jobs methodology. Do not revise reports for months prior to October 2009—jobs reports for those months should continue to follow prior guidance.

Please contact the DOH contract administrator if you have questions or need additional information regarding these changes. Questions may also be submitted to the DOH using the email address doharrareporting@health.state.ny.us.

