

New York State Department of Health

A Request for Proposals for

IMPLEMENTATION ASSISTANCE FOR HEALTH HOME AND PATIENT CENTERED MEDICAL HOME INITIATIVES

Office of Health Insurance Programs

FAU No: 1106211121

July, 2011

Schedule of Key Events

RFP Release Date.....July 5, 2011

Written Questions Due.....July 12, 2011

Response to Written Questions.....on or about July 19, 2011

Proposal Due Date.....August 5, 2011

Anticipated Contract Start Date.....August 30, 2011

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

DESIGNATED CONTACTS

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

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

- Submission of Written Proposals:
- Submission of Written Questions:
- Negotiation of Contract Terms After Award:

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For further information regarding these statutory provisions, see the Lobbying Statute summary in Section E, 9 of this solicitation.

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SECTION A: INTRODUCTION

A.1. General Information for Prospective Bidders

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

Effective April 1, 2011, Social Services Law (SSL) was amended to add Section 365-l which authorizes the establishment of Health Homes, a new care coordination model for high cost, high need Medicaid enrollees. Also effective April 1, 2011, Public Health Law (PHL) was amended to add of Section 2959-a which authorizes the establishment of multi-payer Patient Centered Medical Homes (PCMH) which will provide enhanced payments to primary care providers that meet program requirements. These amendments (Attachments 1 and 2) authorize DOH to contract with one or more entities to assist with establishing and operationalizing these programs, and require that the same entity or entities be chosen to assist with the establishment of both programs. Through this solicitation, the DOH seeks to procure a single contractor to specifically assist with the development, implementation, and monitoring of the Health Home and PCMH initiatives and to also provide implementation and monitoring support for Medicaid Redesign Team initiatives and other Medicaid related activities.

A.2. Program Administration

DOH is the single state agency for administration of the New York State Medicaid program. DOH's Office of Health Insurance Programs (OHIP), which is responsible for the direction and oversight of the Medicaid program, is responsible for the oversight of this solicitation.

A.3. Contract Period

The contract resulting from the RFP shall be effective upon the approval of the Commissioner of Health. The term of the contract will be five years, with an anticipated contract start date of August 19, 2011. As with all State contracts, the duration of the contract is subject to the continued availability of funds.

SECTION B: BACKGROUND

B.1. The State Medicaid Program

New York Medicaid, the largest health insurance program in New York State, spends more than \$53 billion annually to provide health care to more than 4.7 million eligible individuals, including 1.8 million enrollees age 18 and under, 1.8 million adults ages 19 to 64 without disabilities, 400,000 elderly and 700,000 disabled individuals. These costs are borne by the State, county and federal governments. Of the 4.7 million eligible individuals in the State, three million reside in New York City. Approximately two million of the eligible beneficiaries residing in New York City are enrolled in managed care plans through the Medicaid program. Of the 1.7 million eligible beneficiaries residing in the upstate area, approximately 900,000 are enrolled in managed care plans.

The State's Medicaid program is required by federal law to provide specified services to certain population groups. These mandatory services include inpatient and outpatient hospital services, laboratory and x-ray services, and several additional acute and long-term care services. Beyond these federal minimum requirements, the state may choose to cover additional services for certain population groups. Examples of these optional services are dental services, prescription drugs, transportation, and personal care services. The New York State Medicaid Program covers a majority of optional services.

B.2. The Medicaid Redesign Team (MRT)

The Medicaid Redesign Team (MRT) conducted the most comprehensive examination of New York's Medicaid program since its inception. The total number of recommendations which were submitted to the MRT by a variety of Medicaid stakeholders was over four thousand. After the suggestions were reviewed and consolidated by a team of DOH staff, the MRT deliberated over 274 suggestions for reform. The MRT submitted its first report with findings, including 79 recommendations, to the Governor on February 24, 2011. The Governor included these recommendations in his 2011-12 executive budget, including the implementation of health homes and the PCMH expansion. Additional information on Medicaid Redesign including all of the project work plans can be found on the DOH's website at http://health.ny.gov/health_care/medicaid/redesign/.

B.3. Health Home

Addressing the needs of high cost/high need Medicaid enrollees with chronic medical/behavioral health conditions

Historically, a large proportion of Medicaid annual expenditures have been utilized by a small percentage of Medicaid enrollees with complicated combinations of physical illness and behavioral health issues. To date, most efforts to manage these individuals have focused on a single chronic condition and have failed to manage the whole patient successfully. With a relatively small number of Medicaid enrollees consuming a vast amount of resources, appropriately managing these services is essential in controlling future health care costs.

In 2010, the Social Security Act was amended pursuant to Section 2703 of the federal Affordable Care Act (ACA) (http://www.ssa.gov/OP_Home/ssact/title19/1945.htm) to allow states the option of implementing Health Homes for Medicaid enrollees with chronic conditions. Health home services support the provision of coordinated, comprehensive medical and behavioral health care to patients with chronic conditions through care coordination and integration that assures access to appropriate services, improves health outcomes, reduces preventable hospitalizations and emergency room visits, promotes use of Health Information Technology (HIT) and, avoids unnecessary care.

States may provide, through a state plan amendment (SPA) or waiver program, health home services to Medicaid recipients with chronic medical and/or mental health conditions and/or substance abuse disorders. These care coordination efforts are eligible for a 90% federal match for the first eight (8) quarters of the approved SPA.

Health home services include comprehensive care coordination for medical and behavioral health services, health promotion, transitional care, including appropriate follow-up from inpatient to other settings, patient and family support, referral to community and social support services, and use of health information technology to link services. Health homes require strong, integrated networks of medical and behavioral health care but also community ties to social service providers to address the numerous social barriers to health care that Medicaid enrollees may encounter, particularly for those with co-occurring mental illness and chemical dependency. Effective care management for high need individuals with mental illness and chemical dependency requires outreach, engagement, face to face evaluations, planning and coordination with the individual and multiple providers of service. The federal government issued guidance to State Medicaid Directors on the implementation of Health Homes. The State Medicaid Director's Letter #10-024 can be found at: <https://www.cms.gov/smdl/downloads/SMD10024.pdf>.

Health home services, including both care coordination and service integration, are essential in managing the utilization of health care services by Medicaid enrollees who have complex, chronic, high-cost conditions. Data shows sixteen percent (16%) of the total Medicaid population has two or more chronic illnesses, one of which is often mental illness. Average monthly enrollee costs for this population range from \$2,300-\$3,900 compared to an average of \$890/enrollee/month cost across the total Medicaid population. This population drives fifty percent (50%) of all Medicaid costs, most attributable to inpatient stays.

Medicaid enrollees are eligible to be assigned to a health home if they have been diagnosed with:

1. two chronic conditions;
2. one chronic condition and are at risk for a second chronic condition; or
3. one serious and persistent mental health condition.

At the current time, the DOH estimates a minimum of 975,000 high cost/high need Medicaid enrollees would meet these criteria. A recent analysis of the enrollees who meet the eligibility criteria showed the following:

Category of Eligibility	Number of eligible enrollees
Chronic medical conditions	306,000
Behavioral health conditions (Mental Health/Substance Abuse)	408,000
Long Term Care	209,000
Intellectual/developmental disability	52,000

The April, 2011 New York State legislation referenced above authorized the Commissioner of Health, in collaboration with the Commissioners of the Office of Mental Health, Office of Alcohol and Substance Abuse Services, and the Office of People with Developmental Disabilities, to establish:

1. Standards for the provision of health home services
2. Payment methodologies for health home services
3. Criteria designating the Medicaid enrollee as eligible for the health home services
4. Assignment of Medicaid enrollees to a provider of health home services

5. A single set of operating, reporting, construction and survey requirements that facilitate co-location of medical and behavioral health services

Furthermore, the Commissioner of Health is authorized to pay additional amounts to providers of health home services that meet process or outcome standards specified by the Commissioner, obtain necessary waivers and submit state plan amendments, and contract with one or more entities to assist the state in implementing these provisions. The work plan for this program expansion (MRT #89) is available at: http://www.health.ny.gov/health_care/medicaid/redesign/

B.4. Expansion of Patient-Centered Medical Home

The State is significantly expanding the current Statewide Patient-Centered Medical Home (PCMH) to include more payers and broader patient participation.

The State's current PCMH program will be enhanced by the following:

1. Providing statewide anti-trust protection to any regional multi-payer medical home initiative agreeing to state supervision in order to permit greater collaboration between payers and providers in creating programs to enhance primary care and medical home capacity;
2. Providing technical assistance to facilitate the formation of shared care management/care coordination services among discrete practices within current legal boundaries to facilitate medical home development for smaller to mid-size practices;
3. Testing new models of payment to high volume Medicaid primary care medical home practices which incorporate risk adjusted global payments with care management and pay for performance payments;
4. Including Child Health Plus payers in the statewide medical home incentive program;
5. Setting up a workgroup composed of DOH, the Governor's Office of Employee Relations, the State Insurance Department and the Department of Civil Service to explore joint initiatives between public insurance products and state and local health insurance for state employees to create additional leverage to promote medical home development including ways to bring employers (including self insured) and other commercial insurers to the process;
6. Creating an advisory group to the Commissioner to make recommendations for the development of infrastructure, including high priority quality/safety/efficiency measures, which will make use of emerging health information exchanges and data warehouses to support practice level performance measurement for medical home 'pay for performance' demonstration programs using electronic health record data;
7. Exploring with the Centers for Medicare and Medicaid Services (CMS) and its Center for Medicare and Medicaid Innovation inclusion of dually eligible members in the medical home program; and
8. Improving the relationship of fee-for-service Medicaid members to medical homes by creating medical home payments only for fee-for-service members who have evidence of on-going continuity relationship with provider/practice and providing more reliable care management payments to those providers which are independent of specific visit types. The work plan for this program expansion (MRT #70) is available at: http://health.ny.gov/health_care/medicaid/redesign/.

SECTION C: PROJECT SPECIFICATIONS

C.1. Eligible Bidders – Corporate Background, Experience and Capacity

This Request for Proposals (RFP) is open to both for-profit and not-for-profit entities.

The DOH will contract with an entity to assist with tasks related specifically to the development of health home and expansion of patient centered medical home programs and also the implementation and operational activities that support Medicaid Redesign Team initiatives and the Medicaid program.

Bidders must have at least 5 years experience in working with state Medicaid programs on health care activities. This experience must include at least 3 years experience in each of the following activities:

- health care data collection, measurement, analysis, and preparation of reports;
- medical or behavioral health management;
- disease management;
- health care quality improvement;
- health care program/policy analysis and evaluation;
- health care program/policy development and implementation;
- health care program operations; and
- health care payment methodology development.

In addition, experience with case management/care integration activities is preferred.

C.2. Performance Requirements

DOH will award a contract to an organization which is qualified to meet the requirements of the solicitation and is best suited to assist the State with the implementation of the Health Home and Patient Centered Medical Home initiatives and also other Medicaid Redesign Team and Medicaid activities.

Upon execution of the contract, the Contractor will assist the DOH with all health home, patient centered medical home, and other Medicaid Redesign Team and Medicaid activities by providing qualified staff to implement and manage projects in accordance with the activities and timeframes established in the DOH work plans. Work plans are available on the Medicaid Redesign Team website at:

http://health.ny.gov/health_care/medicaid/redesign/.

C.2.a. Health Home

The focus of the health home initiative will be reducing avoidable hospitalizations and ER visits, and improving health outcomes. Attachment 3 demonstrates the potential variety of health home models.

The contractor will be required to follow a very aggressive work plan in assisting the DOH in implementing health homes, which is being done using a phased-in approach. Implementation of the health home initiative is scheduled to begin October 1, 2011 with additional health home models being phased in beginning January 30, 2012. As the health home program evolves, future implementation dates for phase-in will be determined.

The Contractor will assist DOH by conducting activities that include, but are not limited to developing health home policy, enrolling providers that meet federal and State health home requirements, developing enrollee selection criteria, assigning Medicaid enrollees to health homes based on selection criteria,

developing and implementing a payment methodology that addresses a low to high range of patient interventions and service intensity, conducting readiness reviews, conducting training, developing and administering monitoring tools, and conducting program evaluation.

C.2.b. Patient Centered Medical Home Expansion

The Contractor will assist the DOH with the development, implementation, and monitoring of all aspects of the expansion of patient-centered medical homes (PCMH), including but not limited to the development of a multi-payer medical home demonstration. Other activities will include, but are not limited to, developing PCMH policy and issuing policy directives, assisting with development of payment methodologies, initiating and participating in claims processing system change requests, development and monitoring of contracts, and program evaluation.

C.2.c. Medicaid Redesign Team and Other Medicaid Activities

The Contractor will assist the DOH with the design, development, implementation, and monitoring of other Medicaid Redesign Team and Medicaid activities based on work plans developed by the State.

C.3 Specific Performance Requirements

The Contractor will provide sufficient staff to competently conduct the activities listed below in accordance with work plans developed by the Department. Within 7 days of contract approval, the State will meet with the Contractor to discuss each staffing project and the project work plan that identifies the project activities and timeframes. Based on this discussion, the Contractor will submit staffing plans within 7 days of the meeting that identifies when projects will be staffed and with whom. DOH anticipates accepting or rejecting the staffing plans within 7 days. Within 30 days each plan approval, the Contractor will submit the name, education, background, and start date of the staff assigned to the project. DOH reserves the right to request references for contract staff. Any additional Medicaid Redesign Team or Medicaid project that requires contract staffing will follow the same process.

The Contractor will be working with diverse stakeholders, including providers of health care services and health home services, insurance plans, all levels of government and entities which work with the State to certify, review, and/or monitor programs.

DOH anticipates the need for staff from each of the five following categories to provide assistance with these projects (see Attachment 4 for a summary of staffing needs):

1. operations
2. physician
3. nurse
4. analytical/technical
5. administrative

For each project, the Contract Manager will be responsible for assigning staff to a project and overall supervision. The DOH project managers will be responsible for assigning staff to specific tasks within each project and overseeing their performance on activities that include, but are not limited to:

- 1. Program development and management:** Meet with state staff and stakeholders, review and analyze legislation and regulation, conduct research, participate in meetings, draft policies, review data, recommend program improvements, develop/update plans for implementing program changes, monitor program activity, prepare reports, provide technical assistance, and develop data systems that support program development, management and evaluation.

2. **State plan amendment (SPA) and waiver submissions:** Meet with state staff and stakeholders, gather necessary information from a variety of different sources, prepare written narratives that include program description and responses to federally required assurances and questions, participate in meetings, response to follow-up questions.
3. **Provider enrollment:** Meet with state staff and stakeholders, develop enrollment process that includes use of a standard provider assessment tool that assures providers' meet program standards, conduct provider enrollment readiness reviews on-site at provider locations, add and maintain provider enrollment information on DOH systems, conduct training. This activity could also include recruitment of commercial payers and providers, as appropriate.
4. **Medicaid enrollee selection, assignment, and enrollment:** Meet with state staff and stakeholders, develop enrollee selection criteria and algorithm based on program requirements, develop automated patient assignment processes that adds/updates information on the DOH's systems and notifies providers of new patient assignments and changes in patient assignment, develop a process that allows community referrals of potential health home enrollee candidates into health homes; develop, conduct, prepare reports for enrollee satisfaction surveys.
5. **Data collection and reporting:** Meet with state staff and stakeholders, determine data needs in accordance to federal and State requirements, determine method to collect provider data, conduct data analysis, determine measurements that assess reductions in preventable hospital admissions/readmissions, reductions in preventable emergency room visits, and timely post discharge follow-up; determine measurements that assess health care status and improvements in health outcomes, determine program evaluation requirements and methods, facilitate, support, and develop use of HIT in data exchange, and prepare federal and State reports.
6. **Reimbursement:** Meet with state staff and stakeholders, analyze data, design payment methodologies, determine fiscal impacts, assign rate codes, prepare fiscal reports, monitor payments, make recommendations for payment improvements and return on investment opportunities.
7. **Communications:** Meet with state staff and stakeholders, prepare and maintain provider manuals and guidance documents, respond to written correspondence including the Health Home Mailbox, update and maintain DOH's Health Home website, provide technical assistance to interested parties.
8. **Training and technical assistance for enrolled and prospective providers:** Meet with state staff to determine provider training and technical assistance needs, develop and update training curriculum, investigate issues, determine appropriate program response, track inquiries, analyze inquiries to determine additional training needs, develop and maintain training manuals, develop and refresh "Frequently Asked Questions" list, conduct on-site and web-based training.
9. **Clinical Review, Analysis, and Reporting:** Meet with state staff to determine clinical review, analysis and reporting needs, provide expertise in the review and development of care management/coordination and health care standards, conduct clinical reviews of evidence-based guidelines to support the initiatives, monitor key health outcome measures, participate in programmatic evaluation of MRT initiatives; analyze and interpret program data, support quality improvement and disease/care management/coordination collaborative activities; conduct patient record reviews for compliance to program standards and conduct on-site audit of provider operations.
10. **Service integration and co-location improvements:** Meet with state staff and stakeholders, research laws, regulations, and policies that create barriers to service integration and co-location; identify

issues, propose solutions, develop workplans to implement changes, develop draft policies, develop processes, procedures, and guidance documents.

- 11. Organize and facilitate stakeholder care management teams:** Meet with state staff and stakeholders, identify teams, facilitate team development of a set of options that address how care management resources (for example, nurses, health educators, social workers) can be shared across different practices and practice settings so that practices can meet or exceed medical home requirements, develop pilots that test options, recruit participants, conduct studies, prepare reports.
- 12. Program evaluation:** Meet with state staff and stakeholders, review program requirements, determine evaluation methods based on federal and State requirements, develop quality metrics for use by providers, conduct analysis, review utilization data, conduct written and electronic record reviews, prepare reports, develop recommendations for program planning and improvements, develop work plans.
- 13. Administrative support:** Schedule and coordinate meetings, arrange meeting rooms, prepare travel arrangements, design, set up and maintain information tracking systems and files (including electronic), develop communication strategies, review incoming correspondence including e-mail and draft appropriate responses where appropriate, review outgoing correspondence, research background information, transmit instructions to staff and conduct follow-up, handle telephone calls and visitors and respond to questions, and coordinate information flow by acting as a liaison among staff, stakeholders and the public

C.4. Subcontracting

The use of subcontractors is allowed but may not be used by the bidder to supplant the experience described in C.1. Bidders should provide the full name and address of any organization with which the bidder will subcontract for any services to be provided during the contract term and the mechanisms for assuring its effective administration of the subcontract. Bidders should list responsible officers of each subcontractor and any financial interest the bidder has in the proposed subcontractors. Bidders should include letters of intent to participate from each potential subcontractor and the activities detailed in this RFP. Subcontract agreements must be executed and available for review by the DOH prior to the subcontractor beginning work. Examples of subcontracted activities are the designing, development, and building of data systems and the provision of specific clinical expertise.

C.5. Location of Contract Staff

Contractor staff activities will be conducted primarily on-site in State offices located in Albany, New York; however, to a lesser extent, activities may also be conducted on a short term basis, for example, no more than two weeks at a time, on-site at other State office locations across the State based on program requirements. The contractor's approach should be flexible to accommodate the DOH's needs in any county of the State.

C.6. Travel

Contract staff may be required to travel to all areas of New York State in the implementation and management of these programs. The contractor must obtain approval from the DOH project manager prior to any travel taking place. Travel reimbursement rates must not exceed the rates established by the NYS Comptroller for State employees. For more information on the current travel reimbursement rates, visit <http://www.osc.state.ny.us/agencies/travel/reimbrate.htm>.

C.7. General Contract Management Responsibilities

The contractor is expected to begin activities immediately upon contract execution. The contract term is five years.

C.7.a. Database Development and Maintenance

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

C.7.b. Quality Assurance

The contractor is responsible for reviewing and assuring the accuracy of all work conducted under this contract. The contractor assures that professionally licensed staff possess current licenses/registrations/certifications and/or skill sets and are able to practice their profession within New York State.

When conducting statistical activities, the contractor must employ processes that follow generally accepted statistical methods.

C.7.c. Staffing Requirements

The contractor must assign a contract manager who will be the primary contact with the DOH. The contract manager will have the background and expertise to oversee the requirements of the contract and be available to meet with DOH staff in Albany and available at other times via telephone. DOH anticipates that the contract manager will be needed to appear in Albany twelve times in the first year of the contract.

It is the contractor's responsibility to facilitate and coordinate the migration of DOH data files into the contractor's data system. Any costs associated with the data transfer and migration will be incurred by the contractor. DOH 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 a project possesses the required knowledge and experience, including all current licensure as appropriate, to complete the specifications of the RFP. When assigning staff to projects, contract staff must be assigned duties which are commensurate with their education and experience.

DOH must be notified in writing, reasonably in advance, if the Contractor proposes to replace any project staff. DOH also reserves the right to interview any staff prior to their commencing work on the projects and to request the reassignment or substitution of any of the Contractor's staff.

C.7.d. 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.

C.7.e. Reporting

The Contract Manager will meet with the DOH project managers at least monthly, either in person or via telephone, to discuss work plan activities, project changes and contract staff performance. The contractor will be required to file monthly status and expenditure reports to be submitted with monthly invoices. The monthly status reports will report on each project, identify the staff assigned to each project and the amount of hours worked by each employee, a summary description of the work accomplished for each activity on the work plan based on the specific contract performance requirements listed in section C.2 of this RFP, and any changes in contract staff. Monthly status reports will be due thirty (30) days after the end of the month. An annual summary report on all contract activities will be due within forty-five (45) days after each year during the contract period.

C.7.f. Reimbursable Costs

Reimbursable costs are expenses reimbursed directly to the contractor for specific operating expenses that are not included in the base operational costs. These costs must be pre-approved by DOH and may not be incremented by corporate allocation or markup. Reimbursable costs include: postage/ mailing costs, printing costs, training space and equipment, travel, software, and webinars. These costs will be reimbursed on a dollar for dollar basis based upon actual costs. There will be no mark-up for indirect, corporate allocation or profit. The State requires the contractor to use due diligence, including the use of bids, to obtain the most cost effective pricing for these costs. The invoice for the purchased product/good/service must accompany the request for payment of the reimbursable costs.

C.7.g. Contractor Payment

Contractor payment will be made based upon the submission of monthly invoices to the DOH's designated payment office. The invoice must follow the format provided by the DOH. Invoices will be submitted in accordance with the pricing schedule set forth in the executed contract. Monthly invoices will be due thirty (30) days after the end of the month and must be accompanied by a status report as indicated in section C.7.e, and an expenditure report as indicated in section C.7.f., if applicable. Invoices that are submitted without these reports will not be processed for payment. Additional information, including but not limited to, invoices and timesheets must be made available upon request of the DOH.

C.8 DOH Responsibilities regarding Training of Contract Staff

While the Contractor is responsible for providing staff with the appropriate experience and education to conduct project activities, DOH may assist in providing training to the Contractor's staff relative to the Medicaid program as necessary and applicable. It is expected that the DOH will provide assistance with the following trainings:

- Internet and e-mail use and security
- HIPAA
- Medicaid Enrollment, Claims and Encounter data (found on the eMedNY system)
- The Psychiatric Clinical Knowledge Enhancement System (PSYCKES) with OMH

The DOH will also provide the Contractor with access to the State's most current manuals, administrative memorandums and other policy related materials as relates to the work being done by the contract staff.

C.9 Conflict of Interest

- a) As part of its proposal submission, the bidder (and/or any subcontractor) must disclose any and all actual or potential conflicts of interest. In cases where such relationship(s) and/or interest exist, the bidder must describe how an actual or potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided. The bidders' disclosure must include any relationship or interest, financial, beneficial or otherwise, which is in conflict with the proper discharge of their responsibilities under this FAS, including but not limited to any relationship or interest with providers of health insurance, managed care organizations, health care services, case management services, social support services, 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 under the FAS. If there are none, so indicate

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

- b) All bidders and the resulting contractor shall ensure that its officers, employees, agents, consultants and/or sub-contractors comply with the requirements of the New York State Public Officers Law ("POL"), as amended, including but not limited to Sections 73 and 74, as amended, with regard to ethical standards applicable to State employees.
- c) In signing its Proposal, the bidder guarantees knowledge and full compliance with the provisions of the POL for purposes of this FAS and procurement. Failure to comply with these provisions may result in disqualification from the procurement process, or withdrawal of a proposed contract award, and criminal proceedings as may be required by law.
- d) If, during the term of a resulting contract, the Contractor becomes aware of a relationship, actual or potential, which may be considered a violation of the POL, or which may otherwise be considered a conflict of interest, the Contractor shall notify the DOH in writing immediately. Failure to comply with these provisions may result in termination or cancellation of the resulting contract and criminal proceedings as may be required by law.

SECTION D: PROPOSAL REQUIREMENTS

Bidders are responsible for carefully reading the RFP and responding to all requirements. Failure to provide all required information may result in rejection of the Proposal.

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. In addition, the review team may consider any other relevant information derived from the respondent's current or past employers and the State's and counties' previous experience with the respondent's implementation of health delivery systems. Proposal evaluators may 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 should be submitted in two distinct parts within a three-ring binder(s), **Part 1 – Technical Proposal and Part 2 – Financial Proposal**. Proposal packages should be clearly labeled: **Implementation Assistance for Health Home and Patient Centered Medical Home Request for Proposals, FAU #1106211121**, and include the name and address of the bidder.

Proposals shall be prepared in the format described in Sections D.1. Part 1- Technical Proposal and D.2. Part 2 - Financial Proposal below. The format of the proposal should follow, in sequence, each of the sections outlined below. Appendices should be similarly sequential. The proposal should:

- Use letter size (8.5 x 11 inch) paper (double sided text is preferred);
- Be double spaced, using a 11 point font or larger, with minimum one (1) inch margins all around
- Be presented in three (3)-ring binder(s)
- Use tab dividers for each section of the proposal, and
- Clearly number pages of the proposal consecutively from the beginning of the proposal through all appendices, with each section of the proposal identified in the Table of Contents.

Proposals must be signed by an official authorized to bind the Bidder to its provisions. Proposals which do not conform to the specified format or do not address all requirements of the RFP may be considered non-responsive, at DOH's sole discretion, and DOH may reject such proposals.

D.1. Part 1 -Technical Proposal

The bidder's response should include:

- Transmittal Form (Attachment X)
- Table of Contents
- Executive Summary
- Organizational Background and Experience
- Staffing Background and Experience
- Project Description
- Subcontractor Detail
- Vendor Responsibility Attestation

Responses should 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. The page limits should be adhered to. If a proposal section exceeds the maximum number of pages, reviewers will be instructed to cease reading at the end of the maximum number of pages.

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

D.1.a. Transmittal Form (Attachment 5)

The Transmittal Form must be signed by an official authorized to bind the bidder to the provisions of the RFP. All relevant fields should be completed legibly to assure that the evaluation committee can contact the bidder for clarification of bid contents. In addition, the transmittal form must include the following bidder attestations:

- the bidder has a minimum of five (5) years of successful experience working with state Medicaid programs on health care activities and at least three (3) years of successful experience in each of the following activities: health care data collection, measurement, analysis, and preparation of reports; medical or behavioral health management; disease management; health care quality improvement; health care program/policy analysis and evaluation; health care program/policy development and implementation; health care program operations; and health care payment methodology development.
- the bidder accepts the contract terms and conditions contained in this Funding Availability Solicitation (FAS), including any exhibits and attachments, and has received and acknowledges all Department amendments to the RFP.
- the bidder (i) acknowledges that it does not qualify its proposal, or include any exceptions from the RFP and (ii) acknowledges that should any alternative proposals or extraneous terms be submitted with the proposal, such alternative proposals or extraneous terms will not be evaluated by the DOH.
- the bidder is prepared, if requested by the DOH, to present evidence of legal authority to do business in New York State. This submission is subject to the sole satisfaction of the DOH.
- the bidder or its proposed subcontractors 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.9, OR that no conflict of interest relationship exists. In cases where such a relationship exists, the bidder must submit with the transmittal form a description of how the potential conflict of interest and / or disclosure of confidential information relating to this contract will be avoided; and
- the bidder's proposal will remain valid for a minimum of 365 days from the **Implementation Assistance for Health Home and Patient Centered Medical Home Request for Proposals** proposal due date.

D.1.b. Executive Summary (3 page limit)

The bidder's Technical Proposal should 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 DOH's effort to implement and manage the Health Home and Patient Centered Medical Home initiatives. Include a statement regarding how the bidder can begin providing qualified staff within 52 days of the date the contract is executed.

D.1.c. Organizational Background and Experience (5 page limit)

Provide a description of the bidder's organization and its business mission, including the number of years the organization has been in business. Describe the organization's ability to meet the performance requirements of this RFP including technologies, special techniques, skills or abilities of the organization.

Describe in detail the bidder's experience performing implementation of health delivery systems. The bidder should include experience with similar or relevant projects in New York State or other states. 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 should 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.1.d. Staffing Background and Experience (3 page limit)

Describe the work experience and other relevant background of the contract management staff who will be assigned to managing this contract and provide two references that may be contacted by the DOH. Include a staffing plan that identifies the reporting line of the contract manager to the Chief Executive.

D.1.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 all of the following requirements outlined in section C.2 of the RFP:

1. Program development and management
2. State plan amendment (SPA) and waiver submissions
3. Provider enrollment
4. Medicaid enrollee selection, assignment, and enrollment
5. Data collection and reporting
6. Reimbursement
7. Communications
8. Training and technical assistance for enrolled and prospective providers
9. Clinical Review, Analysis, Reporting
10. Service Integration and Co-location improvement
11. Organize and facilitate stakeholder care management teams
12. Program evaluation
13. Administrative support

D.1.f. Subcontractor Detail

For each proposed subcontractor:

- a) Provide the full name and address of any organization with which the bidder will subcontract for any services under the project.
- b) Describe the services the subcontractor will provide and how such services will be coordinated and managed by the bidder. Describe the existing business relationship between the bidder and the proposed subcontractor(s), including a brief description of the projects on which the bidder and subcontractor are currently working.

- c) List any financial interest and/or control which the bidder has in proposed subcontractors.
- d) Provide evidence of all potential subcontractors' willingness to participate or enter into sub-contractual arrangements.
- e) Provide a description of any relevant litigation (pending or final), judgments, convictions and pending or final disciplinary actions for the subcontractor that may affect the ability to perform with regard to this project if a contract award is made as a result of this RFP.
- f) Provide a Vendor Responsibility Questionnaire and a Vendor Responsibility Attestation for any subcontractor that is known at the time of the proposal submission and whose subcontract will equal or exceed \$100,000 in any year during the contract period (See Attachment 7).

D.2. Part 2 - Financial Proposal

The bidder should submit the Financial Proposal separate from the Technical Proposal in the proposal.

The Financial Proposal consists of the following completed forms:

- Bid Form (Attachment 6)
- M/WBE Utilization Plan Form (Attachment 8)

The Bid Form must include an hourly rate for each of the five categories of staff in Section A.

Financial Proposals should be accurate, clear and concise. The DOH may reject any bid with inaccuracies in the Financial Proposal.

This procurement will result in a fixed hourly rate contract with a maximum amount payable under the contract. The maximum amount of the agreement will be determined based upon the approved budgeted amount.

The following assumptions must be used by the bidder in completing the Bid Form:

- a. Hourly rates must be inclusive of the costs for: salaries, fringe benefits, administrative costs (including the contract manager); overhead; presentation costs; and profit.
- b. Travel costs will be reimbursed to the contractor by the State at the rate approved by the Office of the State Comptroller as indicated in section C.2. Travel is expected to be minimal to moderate depending on the project and primarily within New York State.
- c. DOH plans to locate contract staff in DOH owned or leased space at multiple sites in or around Albany, NY. The contractor will not be required to provide office space, desktop computers, internet and network access, telephones and line usage, basic office supplies including paper, pens, file folders, etc. The cost of cell phones, laptop computers, PDAs, or other such mobile devices will be borne by the contractor.
- d. Contract staff will be required to work 37.5 hours per week, Monday through Friday. Contract staff must work primarily between the hours of 8:00 a.m. and 5:00 p.m. based on the needs of the State project manager. Contract staff will not be needed in the office on State holidays unless timely notice has been given to the contractor. Time records must be reviewed by the assigned state project manager prior to submission to the contractor. Contract staff absences must be reported to both the contractor and the state project manager overseeing the employee.
- e. Hourly rates will be established for contract years one (1), two (2), and three (3). The bidder shall propose hourly rates for the initial three years of the contract. The pricing for contract years four (4) and five (5) will be subject to an hourly rate increase of the lesser of three percent (3%) or the

percent increase in the National Consumer Price Index for all Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington, D.C., 20212 for the 12 month period ending ninety (90) days prior to the beginning of contract year four (4).

- f. Hourly rates must be separately proposed for each category of staff. As a guide, the number of staff per category should be assumed at:
- 24 Operations Staff,
 - 1 Physician,
 - 11 Registered Nurses,
 - 11 Data Analyst/Technicians, and
 - 1 Administrative Assistant.

The actual number of staff needed per project will be determined in the meetings described in Section C.3 of this RFP and may vary through the duration of this contract.

- g. The estimated number of staff is provided to potential bidders solely for the purpose of constructing the proposal. The actual number of staff utilized may be different than this estimate.

While the hourly rates included in the Bid Form are expected to be used as the basis for the resultant contract, in the best interest of the State, all bids are subject to subsequent Department of Health negotiation with the successful respondent.

D.3. Audited Financial Statements

The successful bidder should provide evidence of their financial ability to perform the terms and conditions of the contract. Each vendor should 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 should be included with the cost proposal. If independent audits are not required, other evidence of the vendor's financial ability to perform should be included. At a minimum, this should include an audited annual financial statement, report by a third-party service (e.g., Dunn and Bradstreet), etc.

E. METHOD OF AWARD

E.1. Requests for Supplemental Information Regarding Proposals

During the evaluation period, the Department may request bidders to provide supplemental information for the purpose of clarifying their proposal. This information must be in writing and will be included as a formal part of the bidder's proposal. Bidders cannot change their bids or price during this process.

E.2. Selection Method and Award

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

The Commissioner of Health will establish a RFP review team with experience in the area of both the administration of the New York State Medicaid program and health care delivery systems. Proposals deemed by the DOH to have met the minimum requirements will be evaluated by the review team. The review team will evaluate both the respondent's technical and cost proposals in the process of selecting a contractor. The proposals will be evaluated based on the criteria set forth in Section D of the RFP.

In addition, when performing the evaluation, the review team may consider any other relevant information derived from the respondent's current or past employers and the State's and counties' previous experience with the respondent's implementation of health care delivery systems. DOH reserves the right to request oral presentations and conduct management interviews.

The review team will make recommendations to the Commissioner for selection of a contractor who is determined to be best suited to serve the purposes of Section 365-l of Social Services Law and Section 2959-a of Public Health Law and the RFP project specifications.

E.3. Notification of Award

After evaluation and selection of the vendor, all bidders will be notified in writing of the selection or non-selection of their proposals. The name of the successful bidder(s) will be disclosed. **Press releases pertaining to this project shall not be made without prior written approval by the State and then only in conjunction with the issuing office.**

F. ADMINISTRATIVE

F.1. Issuing Agency

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

F.2. Inquiries

Prospective bidders may submit questions relating to the RFP in writing either by mail or email to the designated contact listed on page 2. Each question should cite the particular RFP page and section to which it refers. Questions must be received by the Department on or before the date specified in the schedule of key events on the cover page of the RFP.

Each inquiry should cite the RFP section and paragraph to which it refers. Written questions will be accepted until the date listed in the Schedule of Key Events. Questions submitted via e-mail should use the following subject line: Implementation Assistance For Health Home and Patient Centered Medical Home Initiatives Request for Proposals.

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the DOH website at <http://www.nyhealth.gov/funding/>. All such updates will be posted on or about the date identified on the cover sheet of the RFP.

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.

F.3. Submission of Proposals

Bidders should submit two (2) signed originals, six (6) copies in hardcopy format and one (1) electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only, of their proposal.

Original proposals should be marked as such. Where signatures are required, the original of the proposals should be signed in ink.

No electronic or email submissions will be accepted. All copies must be received by the Department of Health no later than 3:00 p.m. Eastern Time by the date specified on the cover sheet of the RFP. In case of any discrepancy between the electronic and the hard copy documents, the hard copy shall supersede.

Materials in each part of the proposal (Part 1 - Technical Proposal and Part 2 – Cost Proposal) should be separated in each copy of the proposal. Each copy should be labeled “**Implementation Assistance For Health Home and Patient Centered Medical Home Initiatives Request for Proposals, FAU #1106211121**” and:

Responses to this solicitation should be clearly marked “**Implementation Assistance For Health Home and Patient Centered Medical Home Initiatives Request for Proposals, FAU #1106211121**”, and directed to:

Cherlyn More
NYS Department of Health
Office of Health Insurance Programs
Empire State Plaza
Corning Tower room 2019
Albany, NY 12237
Phone: 518-486-6830
E-mail: cbm01@health.state.ny.us

It is the responsibility of the bidder to see that complete copies of the proposal are delivered to Room 2019 prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to Room 2019 will not be considered.

A Checklist for Proposal Submission has been included as Attachment 9. 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.

F.4. The Department of Health’s Reserved Rights

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 365 days from the bid opening;
- p. 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 a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation;

F.5. Payment and Reporting

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

New York State Department of Health
Office of Health Insurance Programs
Division of Financial Planning and Policy - OCP – 720
Empire State Plaza
Corning Tower
Albany, New York 12237

Payment of such invoices by the Department shall be made in accordance with Article XI-A of the New York State Finance Law.

Contractor payment will be made based upon the submission of monthly invoices to the DOH's designated payment office. The invoice must follow the format provided by the DOH. Invoices will be submitted in accordance with the pricing schedule set forth in the executed contract. Monthly invoices will be due thirty (30) days after the end of the month and must be accompanied by a status report as indicated in RFP section C.7.e, and an expenditure report as indicated in RFP section C.7.f., if applicable. Invoices that are submitted without these reports will not be processed for payment. Additional information, including but not limited to, invoices and timesheets must be made available upon request of the DOH.

Failure of the contractor to meet the deliverables outlined in the contract may also result in invoices not being processed until the deliverables are met.

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 518-486-1255. 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

F.6. Term of Contract

This agreement shall be effective upon approval of the NYS Office of the State Comptroller. The anticipated contract term is August 19, 2011 to August 18, 2016.

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.

F.7. 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 7).

F.8. 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. The forms are included in Attachments 11 and 12.

F.9. 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.

F.10. 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.

F.11 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/>

F.12. 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. 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, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offeror non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Links to both forms are in Attachment 10.

F.13. 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.

F.14. 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 20% of monies used for contract activities (Minority-owned – 10%; Women-owned – 10%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment 8) 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.

G. APPENDICES

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

- ❑ APPENDIX A - Standard Clauses for All New York State Contracts
- ❑ APPENDIX B – Request for Proposals
- ❑ APPENDIX C - Proposal
 - The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.
- ❑ APPENDIX D - General Specifications
- ❑ APPENDIX E
 - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
 - ❑ Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
 - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
 - ❑ Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **DB-120.1** – Certificate of Disability Benefits Insurance
 - **DB-155** – Certificate of Disability Benefits Self-Insurance
- ❑ Appendix 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)

H. LIST OF ATTACHMENTS

14. Section 365-l of Social Services Law
15. Section 2959-a of Public Health Law
16. Examples - Health Home Structuring
17. Summary of Staffing Needs
18. Transmittal Form
19. Bid Form
20. Vendor Responsibility Attestation
21. M/WBE Procurement Forms
22. Proposal Checklist
23. Sales Tax Forms – CA-220 and TD-220
24. State Consultant Services Form A
25. State Consultant Services Form B
26. Sample State Contract with Appendices

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1 thousand twelve, such rate adjustments or payment disallowances shall
2 not apply to behavioral health PPRs; or to readmissions that occur on or
3 after fifteen days following an initial admission. By no later than
4 ~~April~~ July first, two thousand eleven the commissioner shall enter
5 into consultations with representatives of the health care facilities
6 subject to this section regarding potential prospective revisions to
7 applicable methodologies and benchmarks set forth in regulations issued
8 pursuant to this subparagraph;

9 § 36. Subparagraph (xi) of paragraph (b) of subdivision 35 of section
10 2807-c of the public health law, as added by section 2 of part C of
11 chapter 58 of the laws of 2009, is amended and two new subparagraphs
12 (xii) and (xiii) are added to read as follows:

13 (xi) Rates for teaching general hospitals shall include reimbursement
14 for direct and indirect graduate medical education as defined and calcu-
15 lated pursuant to such regulations. In addition, such regulations shall
16 specify the reports and information required by the commissioner to
17 assess the cost, quality and health system needs for medical education
18 provided[-];

19 (xii) Such regulations may incorporate quality related measures
20 pertaining to the inappropriate use of certain medical procedures,
21 including, but not limited to, cesarean deliveries, coronary artery
22 bypass grafts and percutaneous coronary interventions;

23 (xiii) Such regulations may impose a fee on general hospital suffi-
24 cient to cover the costs of auditing the institutional cost reports
25 submitted by general hospitals, which shall be deposited in the Health
26 Care Reform Act (HCRA) resources account.

27 § 37. The social services law is amended by adding a new section 365-1
28 to read as follows:

29 § 365-1. Health homes. 1. Notwithstanding any law, rule or regulation
30 to the contrary, the commissioner of health is authorized, in consulta-
31 tion with the commissioners of the office of mental health, office of
32 alcoholism and substance abuse services, and office for people with
33 developmental disabilities, to (a) establish, in accordance with appli-
34 cable federal law and regulations, standards for the provision of health
35 home services to Medicaid enrollees with chronic conditions, (b) estab-
36 lish payment methodologies for health home services based on factors
37 including but not limited to the complexity of the conditions providers
38 will be managing, the anticipated amount of patient contact needed to
39 manage such conditions, and the health care cost savings realized by
40 provision of health home services, (c) establish the criteria under
41 which a Medicaid enrollee will be designated as being an eligible indi-
42 vidual with chronic conditions for purposes of this program, (d) assign
43 any Medicaid enrollee designated as an eligible individual with chronic
44 conditions to a provider of health home services.

45 2. In addition to payments made for health home services pursuant to
46 subdivision one of this section, the commissioner is authorized to pay
47 additional amounts to providers of health home services that meet proc-
48 ess or outcome standards specified by the commissioner.

49 3. Until such time as the commissioner obtains necessary waivers
50 and/or approvals of the federal social security act, Medicaid enrollees
51 assigned to providers of health home services will be allowed to opt out
52 of such services. In addition, upon enrollment, an enrollee shall be
53 offered an option of at least two providers of health home services, to
54 the extent practicable.

55 4. Payments authorized pursuant to this section will be made with
56 state funds only, to the extent that such funds are appropriated there-

1 fore, until such time as federal financial participation in the costs of
2 such services is available.

3 5. The commissioner is authorized to submit amendments to the state
4 plan for medical assistance and/or submit one or more applications for
5 waivers of the federal social security act, to obtain federal financial
6 participation in the costs of health home services provided pursuant to
7 this section, and as provided in subdivision three of this section.

8 6. Notwithstanding any limitations imposed by section three hundred
9 sixty-four-1 of this title on entities participating in demonstration
10 projects established pursuant to such section, the commissioner is
11 authorized to allow such entities which meet the requirements of this
12 section to provide health home services.

13 7. Notwithstanding any law, rule, or regulation to the contrary, the
14 commissioners of the department of health, the office of mental health,
15 the office for people with developmental disabilities, and the office of
16 alcoholism and substance abuse services are authorized to jointly estab-
17 lish a single set of operating and reporting requirements and a single
18 set of construction and survey requirements for entities that:

19 (a) can demonstrate experience in the delivery of health, and mental
20 health and/or alcohol and substance abuse services and/or services to
21 persons with developmental disabilities, and the capacity to offer inte-
22 grated delivery of such services in each location approved by the
23 commissioner; and

24 (b) meet the standards established pursuant to subdivision one of this
25 section for providing and receiving payment for health home services;
26 provided, however, that an entity meeting the standards established
27 pursuant to subdivision one of this section shall not be required to be
28 an integrated service provider pursuant to this subdivision.

29 In establishing a single set of operating and reporting requirements
30 and a single set of construction and survey requirements for entities
31 described in this subdivision, the commissioners of the department of
32 health, the office of mental health, the office for people with develop-
33 mental disabilities, and the office of alcoholism and substance abuse
34 services are authorized to waive any regulatory requirements as are
35 necessary to avoid duplication of requirements and to allow the inte-
36 grated delivery of services in a rational and efficient manner.

37 8. (a) The commissioner of health is authorized to contract with one
38 or more entities to assist the state in implementing the provisions of
39 this section. Such entity or entities shall be the same entity or enti-
40 ties chosen to assist in the implementation of the multipayor patient
41 centered medical home program pursuant to section twenty-nine hundred
42 fifty-nine-a of the public health law. Responsibilities of the contrac-
43 tor shall include but not be limited to: developing recommendations with
44 respect to program policy, reimbursement, system requirements, reporting
45 requirements, evaluation protocols, and provider and patient enrollment;
46 providing technical assistance to potential medical home and health home
47 providers; data collection; data sharing; program evaluation, and prepa-
48 ration of reports.

49 (b) Notwithstanding any inconsistent provision of sections one hundred
50 twelve and one hundred sixty-three of the state finance law, or section
51 one hundred forty-two of the economic development law, or any other law,
52 the commissioner of health is authorized to enter into a contract or
53 contracts under paragraph (a) of this subdivision without a competitive
54 bid or request for proposal process, provided, however, that:

55 (i) The department of health shall post on its website, for a period
56 of no less than thirty days:

1 (1) A description of the proposed services to be provided pursuant to
2 the contract or contracts;

3 (2) The criteria for selection of a contractor or contractors;

4 (3) The period of time during which a prospective contractor may seek
5 selection, which shall be no less than thirty days after such informa-
6 tion is first posted on the website; and

7 (4) The manner by which a prospective contractor may seek such
8 selection, which may include submission by electronic means;

9 (ii) All reasonable and responsive submissions that are received from
10 prospective contractors in timely fashion shall be reviewed by the
11 commissioner of health; and

12 (iii) The commissioner of health shall select such contractor or
13 contractors that, in his or her discretion, are best suited to serve the
14 purposes of this section.

15 § 38. Section 2816 of the public health law, as added by chapter 225
16 of the laws of 2001, paragraph (a) of subdivision 2 as amended by
17 section 19 of part D of chapter 57 of the laws of 2006, is amended to
18 read as follows:

19 § 2816. Statewide planning and research cooperative system. 1. (a)
20 The statewide planning and research cooperative system in the department
21 is continued, as provided in and subject to this section, within amounts
22 appropriated for that purpose. The [~~statewide planning and research~~
23 ~~cooperative~~] system shall be developed and operated by the commissioner
24 in consultation with the council, [~~and shall be comprised of such data~~
25 ~~elements~~] as may be specified by regulation of the commissioner. Any
26 component or components of the system may be operated under a different
27 name or names, and may be structured as separate systems. In making
28 regulations under this section, subsequent to April first, two thousand
29 eleven, the commissioner shall consult with the superintendent of insur-
30 ance or the head of any agency that succeeds the insurance department,
31 health care providers, third-party health care payers, and advocates
32 representing patients; protect the confidentiality of patient-identifia-
33 ble information; promote the accuracy and completeness of reporting; and
34 minimize the burden on institutional and non-institutional health care
35 providers and third-party health care payers.

36 (b) As used in this section, unless the context clearly requires
37 otherwise:

38 (i) "Health care" means any services, supplies, equipment, or
39 prescription drugs referred to in subdivision two of this section.

40 (ii) "Health care provider" includes, in addition to its common mean-
41 ings, a clinical laboratory, a pharmacy, an entity that is an integrated
42 organization of health care providers, and an accountable care organiza-
43 tion of health care providers.

44 (iii) "System" means the statewide planning and research cooperative
45 system under this section, and any separate system under this subdivi-
46 sion.

47 (iv) "Third-party health care payer" includes, but is not limited to,
48 an insurer, organization or corporation licensed or certified pursuant
49 to article thirty-two, forty-three or forty-seven of the insurance law,
50 or article forty-four of the public health law; or an entity such as a
51 pharmacy benefits manager, fiscal administrator, or administrative
52 services provider that participates in the administration of a third-
53 party health care payer system.

54 (v) "Covered person" is a person covered under a third-party health
55 care payer contract, agreement, or arrangement.

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1 rate adjustment. The temporary rate adjustment shall be in effect for a
2 specified period of time as determined by the commissioner. At the end
3 of the specified timeframe, the facility will be reimbursed in accord-
4 ance with otherwise applicable rate-setting methodologies. The commis-
5 sioner may establish, as a condition of receiving such a temporary rate
6 adjustment, benchmarks and goals to be achieved in accordance with the
7 facility's approved proposals and may also require that the facility
8 submit such periodic reports concerning the achievement of such bench-
9 marks and goals as the commissioner deems necessary. Failure to achieve
10 satisfactory progress, as determined by the commissioner, in accomplish-
11 ing such benchmarks and goals shall be a basis for ending the facility's
12 temporary rate adjustment prior to the end of the specified timeframe.

13 § 35. The public health law is amended by adding a new article 29-AA
14 to read as follows:

ARTICLE 29-AA

PATIENT CENTERED MEDICAL HOMES

15
16 Section 2959-a. Multipayor patient centered medical home program.

17 § 2959-a. Multipayor patient centered medical home program. 1. (a)
18 The commissioner is authorized to establish medical home multipayor
19 programs (referred to in this section as a "program") whereby enhanced
20 payments are made to primary care clinicians and clinics statewide that
21 are certified as medical homes for the purpose of improving health care
22 outcomes and efficiency through improved access, patient care continuity
23 and coordination of health services.

24
25 (b) As used in this section:

26 (i) "clinic" means a general hospital providing outpatient care or
27 diagnostic and treatment center, licensed under article twenty-eight of
28 this chapter; and

29 (ii) "primary care clinician" means a physician, nurse practitioner,
30 or midwife acting within his or her lawful scope of practice under title
31 eight of the education law and who is practicing in a primary care
32 specialty.

33 (iii) "primary care medical home collaborative" means an entity
34 approved by the commissioner which shall include but not be limited to
35 health care providers, which may include but not be limited to hospi-
36 tals, diagnostic and treatment centers, private practices and independ-
37 ent practice associations, and payors of health care services, which may
38 include but not be limited to employers, health plans and insurers.

39 2. (a) In order to promote improved quality of, and access to, health
40 care services and promote improved clinical outcomes, it is the policy
41 of the state to encourage cooperative, collaborative and integrative
42 arrangements among payors of health care services and health care
43 services providers who might otherwise be competitors, under the active
44 supervision of the commissioner. It is the intent of the state to
45 supplant competition with such arrangements and regulation only to the
46 extent necessary to accomplish the purposes of this article, and to
47 provide state action immunity under the state and federal antitrust laws
48 to payors of health care services and health care services providers
49 with respect to the planning, implementation and operation of the multi-
50 payor patient centered medical home program.

51 (b) The commissioner or his or her duly authorized representative may
52 engage in appropriate state supervision necessary to promote state
53 action immunity under the state and federal antitrust laws, and may
54 inspect or request additional documentation from payors of health care
55 services and health care services providers to verify that medical homes

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1 certified pursuant to this section operate in accordance with its intent
2 and purpose.

3 3. The commissioner is authorized to participate in, actively super-
4 wise, facilitate and approve a primary care medical home collaborative
5 for each program around the state to establish: (a) the boundaries of
6 each program and the providers eligible to participate, provided that
7 the boundaries of programs may overlap; (b) practice standards for each
8 medical home program adopted with consideration of existing standards
9 developed by the National Committee for Quality Assurance ("NCQA"), the
10 Joint Commission of Accreditation of Healthcare Organizations ("JCAHCO"
11 or the "Joint Commission"), American Accreditation Healthcare Commission
12 ("URAC"), American College of Physicians, the American Academy of Family
13 Physicians, the American Academy of Pediatrics, and the American Osteo-
14 pathic Association; the American Academy of Nurse Practitioners, and the
15 American College of Nurse Practitioners; (c) standards for implementa-
16 tion and use of health information technology, including participation
17 in health information exchanges through the statewide health information
18 network; (d) methodologies by which payors will provide enhanced rates
19 of payment to certified medical homes; (e) requirements for collecting
20 data relating to the providing and paying for health care services under
21 the program and providing of data to the commissioner, payors and health
22 care providers under the program, to promote the effective operation and
23 evaluation of the program, consistent with protection of the confiden-
24 tiality of individual patient information; and (f) provisions under
25 which the commissioner may terminate the program.

26 3-a. The commissioner may develop or approve (a) methodologies to pay
27 additional amounts for medical homes that meet specific process or
28 outcome standards established by each multipayor patient centered
29 medical home collaborative; (b) alternative methodologies for payors of
30 health care services to health care providers under the program; (c)
31 provisions for payments to providers that may vary by size or form of
32 organization of the provider, or patient case mix, to accommodate
33 different levels of resources and difficulty to meet the standards of
34 the program; (d) provisions for payments to entities that provide
35 services to health care providers to assist them in meeting medical home
36 standards under the program such as the services of community health
37 workers.

38 4. The commissioner is authorized to establish an advisory group of
39 state agencies and stakeholders, such as professional organizations and
40 associations, and consumers, to identify legal and/or administrative
41 barriers to the sharing of care management and care coordination
42 services among participating health care services providers and to make
43 recommendations for statutory and/or regulatory changes to address such
44 barriers.

45 5. Patient, payor and health care services provider participation in
46 the multipayor patient centered medical home program shall be on a
47 voluntary basis.

48 6. Clinics and primary care clinicians participating in a program are
49 not eligible for additional enhancements or bonuses under the statewide
50 patient centered medical home program established pursuant to section
51 three hundred sixty-four-m of the social services law. The commissioner
52 shall develop or approve a method for determining payment under a
53 program where a provider participates, or a patient is served, in an
54 area where program boundaries overlap.

55 7. Subject to the availability of funding and federal financial
56 participation, the commissioner is authorized:

1 (a) To pay enhanced rates of payment under Medicaid fee-for-service,
2 Medicaid managed care, family health plus and child health plus to clin-
3 ics and clinicians that are certified as patient centered medical homes
4 under this title;

5 (b) To pay additional amounts for medical homes that meet specific
6 process or outcome standards specified by the commissioner in consulta-
7 tion with each multipayor patient centered medical home collaborative;

8 (c) To authorize alternative payment methodologies under Medicaid
9 fee-for-service, Medicaid managed care, family health plus and child
10 health plus for health care providers and to serve the purposes of the
11 program, including payments to entities under paragraph (g) of subdivi-
12 sion three of this section; and

13 (d) To test new models of payment to high volume Medicaid primary care
14 medical home practices that incorporate risk adjusted global payments
15 combined with care management and pay for performance adjustments.

16 8. (a) The commissioner is authorized to contract with one or more
17 entities to assist the state in implementing the provisions of this
18 section. Such entity or entities shall be the same entity or entities
19 chosen to assist in the implementation of the health home provisions of
20 section three hundred sixty-five-1 of the social services law. Respon-
21 sibilities of the contractor shall include but not be limited to: devel-
22 oping recommendations with respect to program policy, reimbursement,
23 system requirements, reporting requirements, evaluation protocols, and
24 provider and patient enrollment; providing technical assistance to
25 potential medical home and health home providers; data collection; data
26 sharing; program evaluation, and preparation of reports.

27 (b) Notwithstanding any inconsistent provision of sections one hundred
28 twelve and one hundred sixty-three of the state finance law, or section
29 one hundred forty-two of the economic development law, or any other law,
30 the commissioner is authorized to enter into a contract or contracts
31 under paragraph (a) of this subdivision without a request for proposal
32 process, provided, however, that:

33 (i) The department shall post on its website, for a period of no less
34 than thirty days:

35 (1) A description of the proposed services to be provided pursuant to
36 the contract or contracts;

37 (2) The criteria for selection of a contractor or contractors;

38 (3) The period of time during which a prospective contractor may seek
39 selection, which shall be no less than thirty days after such informa-
40 tion is first posted on the website; and

41 (4) The manner by which a prospective contractor may seek such
42 selection, which may include submission by electronic means;

43 (ii) All reasonable and responsive submissions that are received from
44 prospective contractors in timely fashion shall be reviewed by the
45 commissioner; and

46 (iii) The commissioner shall select such contractor or contractors
47 that, in his or her discretion, are best suited to serve the purposes of
48 this section.

49 9. The commissioner may directly, or by contract, provide:

50 (a) technical assistance to a primary care medical home collaborative
51 in relation to establishing and operating a program;

52 (b) consumer assistance to patients participating in a program as to
53 matters relating to the program;

54 (c) technical and other assistance to health care providers partic-
55 ipating in a program as to matters relating to the program, including
56 achieving medical home standards;

1 (d) care coordination provider technical and other assistance to indi-
2 viduals and entities providing care coordination services to health care
3 providers under a program; and

4 (e) information sharing and other assistance among programs to improve
5 the operation of programs, consistent with applicable laws relating to
6 patient confidentiality.

7 10. The commissioner shall, to the extent necessary for the purpose of
8 this section, submit the appropriate waivers and other applications,
9 including, but not limited to, those authorized pursuant to sections
10 eleven hundred fifteen and nineteen hundred fifteen of the federal
11 social security act, or successor provisions, and any other waivers or
12 applications necessary to achieve the purposes of high quality, inte-
13 grated, and cost effective care and integrated financial eligibility
14 policies under Medicaid, family health plus and child health plus or
15 Medicare. Copies of such original waiver and other applications shall be
16 provided to the chairman of the senate finance committee and the chair-
17 man of the assembly ways and means committee simultaneously with their
18 submission to the federal government.

19 11. The Adirondack medical home multipayor demonstration program
20 (including the Adirondack medical home collaborative) previously estab-
21 lished under section twenty-nine hundred fifty-nine of this chapter is
22 continued and shall be deemed to be a program under this section.

23 12. The commissioner shall annually report to the governor and the
24 legislature on the operation of the programs and their effectiveness in
25 achieving the purposes of this section, with particular reference to the
26 quality, cost, and outcomes for enrollees in Medicaid fee-for-service,
27 Medicaid managed care, family health plus and child health plus.

28 § 35-a. Subparagraph (v) of paragraph (b) of subdivision 35 of section
29 2807-c of the public health law, as amended by section 2 of part B of
30 chapter 109 of the laws of 2010, is amended to read as follows:

31 (v) ~~[Such]~~ such regulations shall incorporate quality related measures
32 ~~[pertaining to], including, but not limited to,~~ potentially preventable
33 ~~[complications and]~~ re-admissions (PPRs) and provide for rate adjust-
34 ments or payment disallowances related to PPRs and other potentially
35 preventable negative outcomes (PPNOs), which shall be calculated in
36 accordance with methodologies as determined by the commissioner,
37 provided, however, that such methodologies shall be based on a ~~[risk~~
38 ~~adjusted]~~ comparison of the actual and ~~[the]~~ risk adjusted expected
39 number of PPRs and other PPNOs in a given hospital and with benchmarks
40 established by the commissioner and provided further that such rate
41 adjustments or payment disallowances shall result in an aggregate
42 reduction in Medicaid payments of no less than thirty-five million
43 dollars for the period July first, two thousand ten through March thir-
44 ty-first, two thousand eleven and no less than ~~[forty-seven]~~ fifty-one
45 million dollars for the period April first, two thousand eleven through
46 March thirty-first, two thousand twelve, provided further that such
47 aggregate reductions shall be offset by Medicaid payment reductions
48 occurring as a result of decreased PPRs during the period July first,
49 two thousand ten through March thirty-first, two thousand eleven and the
50 period April first, two thousand eleven through March thirty-first, two
51 thousand twelve and as a result of decreased PPNOs during the period
52 April first, two thousand eleven through March thirty-first, two thou-
53 sand twelve; and provided further that [the regulations promulgated
54 pursuant to this subparagraph shall be effective on and after July
55 first, two thousand ten, and provided further, however, that] for the
56 period July first, two thousand ten through March thirty-first, two

Attachment 3 - See website index page

Attachment 4 Summary of Staffing Needs

Position	Qualifications & Preferred Experience	Summary of Work Activities
Operations	<p>Qualifications:</p> <ul style="list-style-type: none"> • Bachelor's degree in business, management, public administration, or a closely related field from accredited college; • At least three years of professional experience in a health care program that: reimburses for health care services; provides health care services directly; provides health care regulatory oversight; performs quality assurance and interpretation/application of standards of health care; manages health care utilization, or conducts health care coordination activities; • Strong analytical, written and verbal communication skills; • Ability to think creatively and strategically; • Capable of working both independently and as a member of a team; and • Proficient in the use of standard office technology and basic Microsoft applications including WORD, Excel, and PowerPoint. <p>Preferred Additional Experience:</p> <ul style="list-style-type: none"> • Experience with or knowledge of New York State public health insurance programs (e.g., Medicaid, Managed Care, CHPlus, and FHPlus); • Experience with one or more of the following: developing mechanisms for the reimbursement and financing of health care services, including capitation reimbursement methodologies; performing utilization review; inspecting, assessing, or monitoring health care programs or facilities for certification, licensure, or adherence to laws, rules, regs., and policies; and developing and evaluating proposals to establish or refine programs with ongoing responsibility for interpreting legislation or regs. and defining/describing target populations; and • Master's degree in business, public administration, economics, management, or field closely related to public health care. 	<p>It is expected operations staff will become 'experts' in the program or functional areas they are assigned to. General work activities may include all of those described in:</p> <ul style="list-style-type: none"> • Section C.3 # 1 Program development and management • Section C.3 # 2 State plan amendment (SPA) and waiver submissions • Section C.3 # 3 Provider Enrollment • Section C.3 # 4 Medicaid enrollee selection, assignment, and enrollment • Section C.3 # 5 Data collection and Reporting • Section C.3 # 6 Reimbursement • Section C.3 # 7 Communications • Section C.3 # 8 Training and technical assistance for enrolled and prospective providers • Section C.3 #10 Service integration and co-location improvements • Section C.3 #11 Organize and facilitate stakeholder care management teams • Section C.3 #12 Program Evaluation

Attachment 4 Summary of Staffing Needs

Position	Qualifications & Preferred Experience	Summary of Work Activities
Registered Nurse	<p>Qualifications:</p> <ul style="list-style-type: none"> • Bachelor's degree and current licensure as a registered professional nurse in New York State • Minimum of four years of public health/ home care experience, experience in a facility wide or community based program • Minimum of two years of acute care experience • Understanding of current disease/care management/coordination trends • Ability to gather and analyze information from records, reports, the internet and other sources • Ability to present ideas clearly and effectively • Ability to communicate orally and in written form • Basic knowledge of the Medicaid Program • Proficient in the use of standard office technology and basic Microsoft applications including Excel and WORD <p>Preferred Additional Experience:</p> <ul style="list-style-type: none"> • Experience with or knowledge of New York State public health insurance programs (e.g., CHPlus, Medicaid, FHPlus, PCAP); and • Master's degree in field closely related to public health care from an accredited college. 	<p>It is expected clinical nursing staff will become 'experts' in the program or functional areas they are assigned to.</p> <p>General work activities may include all of those described in:</p> <ul style="list-style-type: none"> • Section C.3 # 1 Program development and management • Section C.3 # 3 Provider Enrollment • Section C.3 # 4 Medicaid enrollee selection, assignment, and enrollment • Section C.3 # 5 Data collection and Reporting • Section C.3 # 7 Communications • Section C.3 # 8 Training and technical assistance for enrolled and prospective providers • Section C.3 #9 Clinical Review, Analysis, and Reporting • Section C.3 #10 Service integration and co-location improvements • Section C.3 #11 Organize and facilitate stakeholder care management teams • Section C.3 #12 Program Evaluation

Attachment 4
Summary of Staffing Needs

Position	Qualifications and Preferred Experience	Summary of Work Activities
Physician	<p>Qualifications:</p> <ul style="list-style-type: none"> • Current license to practice medicine in New York State and board-certified in a medical specialty, and five (5) or more years of experience in a clinical, hospital or patient-care setting. • Minimum of three (3) years experience providing primary care services • Minimum of three (3) years administrative management experience with a health insurer, managed care organization, government sponsored health insurance program, hospital group practice, not-for-profit organization or foundation. • Familiarity with Medicaid and Medicare • Current knowledge of health care policy, coverage, care delivery, and reimbursement issues <p>Preferred Additional Experience:</p> <ul style="list-style-type: none"> • Exceptional leadership and communication skills. • Experience in using data and other evidence to inform decision making. • Advanced degree in Public Health, Public Policy, Government, Business Administration, or Public Administration from accredited college 	<p>It is expected that clinical physician staff will become 'experts' in the program or functional areas they are assigned to. General work activities may include all of those described in:</p> <ul style="list-style-type: none"> • Section C.3 # 1 Program development and management • Section C.3 # 4 Medicaid enrollee selection, assignment, and enrollment • Section C.3 # 5 Data collection and Reporting • Section C.3 # 8 Training and technical assistance for enrolled and prospective providers • Section C.3 #9 Clinical Review, Analysis, and Reporting • Section C.3 #10 Service integration and co-location improvements • Section C.3 #11 Organize and facilitate stakeholder care management teams • Section C.3 #12 Program Evaluation

Attachment 4

Summary of Staffing Needs

Position	Qualifications and Preferred Experience	Summary of Work Activities
Data Analyst/Technician	<p>Qualifications:</p> <ul style="list-style-type: none"> • Associate's degree in a related field from accredited college; • At least two years of demonstrated progressive work history; • Ample experience with data collection and analysis working with very large data sets; • Experience with developing spreadsheets or other tracking systems to monitor and evaluate project results and progress; • Strong written and verbal communication skills; • Ability to think creatively and strategically; • Capable of working both independently and as a member of a team; • Proficient in the use of standard office technology and basic Microsoft applications, including Excel; and • Proficient with the use of SAS business analytics software and SQL programming. <p>Preferred Additional Experience:</p> <ul style="list-style-type: none"> • Experience with or knowledge of New York State public health insurance programs (e.g., Medicaid, Managed Care, CHPlus, and, FHPlus); • Prior experience with conducting, analyzing or tracking program audits or reviews; and • Bachelor's or Master's degree from accredited college. 	<p>These individuals will provide technical support to all project staff.</p> <p>General work activities will include all of those described in:</p> <ul style="list-style-type: none"> • Section C.3 # 4 Medicaid enrollee selection, assignment, and enrollment • Section C.3 # 5 Data collection and Reporting • Section C.3 # 6 Reimbursement • Section C.3 #12 Program Evaluation

Attachment 4

Summary of Staffing Needs

Position	Qualifications and Preferred Experience	Summary of Work Activities
Administrative Assistant	<p>Qualifications:</p> <ul style="list-style-type: none"> • At least two years of demonstrated progressive work history; • Experience with administrative support activities; • Proficient in the use of standard office technology and basic Microsoft applications, including Excel and Power Point. • Experience with developing spreadsheets or other tracking systems; • Capable of working both independently and as a member of a team; <p>Preferred Experience:</p> <ul style="list-style-type: none"> • Experience with the Lotus notes e-mail platform and calendaring tool. • Associate's degree from an accredited college in a relevant field. 	<p>Administrative Support staff will provide assistance to state and contract staff in the conduct of MRT activities. General work activities will include all of those described in:</p> <ul style="list-style-type: none"> • Section C.3, #13 Administrative support

Attachment 5

**IMPLEMENTATION ASSISTANCE FOR HEALTH HOME AND PATIENT CENTERED
MEDICAL HOME INITIATIVES**

FAU #1106211121

Transmittal Form

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>)	
Legal Structure of the Bidder:	
Federal Employee Identification Number:	NYS Charity Registration Number (if applicable):
Person authorized to act as the contact for the bidder in matters regarding this proposal:	
Printed Name (<i>First, Last</i>):	Title:
Telephone number:	Fax number:
E-mail:	
Person authorized to bind the bidder in matters regarding this proposal or the resulting contract:	
Printed Name (<i>First, Last</i>):	Title:
Telephone number:	Fax number:
E-mail:	

I attest to the following:

1. The bidding entity has a minimum of five (5) years of successful experience working with state Medicaid programs on health care activities and three (3) years of successful experience in each of the following activities: health care data collection, measurement, analysis, and preparation of reports; medical or behavioral health management; disease management; health care quality improvement; health care program/policy analysis and evaluation; health care program/policy development and implementation; health care program operations; and health care payment. Evidence of this experience is demonstrated in the enclosed proposal.

Circle one: Yes No

2. The bidder accepts the contract terms and conditions contained in this Funding Availability Solicitation (FAS), including any exhibits and attachments, and has received and acknowledges all Department amendments to the RFP.

Circle One: Yes No

3. The bidder (i) acknowledges that it does not qualify its proposal, or include any exceptions from the RFP and (ii) acknowledges that should any alternative proposals or extraneous terms be submitted with the proposal, such alternative proposals or extraneous terms will not be evaluated by the DOH

Circle one: Yes No

4. The bidder is prepared, if requested by the DOH, to present evidence of legal authority to do business in New York State.

Circle One: Yes No

5. 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.9 of the RFP?

Circle one: Yes No

If yes, please attach to this transmittal form 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 question #2 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.*

Signature of person authorized to bind the bidder in matters regarding this proposal or the resulting contract:	Date:
--	--------------

By signing this form the above Bidder or Authorized Representative attests that the technical proposal and hourly rates submitted on the Bid Form (Attachment 6) will remain valid for a minimum of 365 days from the RFP Due Date.

ATTACHMENT 6

**NEW YORK STATE
DEPARTMENT OF HEALTH**

BID FORM

PROCUREMENT TITLE: Implementation Assistance for Health Home and Patient Centered Medical Home Initiatives

FAU # 1106211121

Bidder Name: _____

Bidder Address: _____

Bidder Fed ID No: _____

A. Responders to this RFP must enter hourly rates for each Category of Staff, as indicated in the chart below. Complete the information below based on the assumptions contained in Section D.2. – Financial Proposal section of the RFP and the information provided in Attachment 4 – Summary of Staffing Needs.

Category of Staff	Bidder's Proposed Hourly Rate
Operations	
Physician	
Registered Nurse	
Data Analyst/Technician	
Administrative Assistant	

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

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

Attachment 7

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E.9., Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at NYS 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 8

New York State Department of Health

M/WBE PROCUREMENT FORMS

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

To be submitted with Proposal:

1. Bidders Proposed M/WBE Utilization Plan

To be submitted by winning bidder only:

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

SUBCONTRACTING UTILIZATION PLAN

Agency Contract: Department of Health 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 #:	
Grant Recipient Affirmative Action Officer Signature (If applicable):			

FOR OFFICE USE ONLY	
Reviewed By:	Date:
MWBE 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	Hispani c	Asian/ Pacific Islander	Other
STAFF							
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
TOTAL							

(Name and Title)

Date

Attachment 9

IMPLEMENTATION ASSISTANCE FOR HEALTH HOME AND PATIENT CENTERED MEDICAL HOME INITIATIVES

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

- The Technical Proposal and the Financial Proposal are separated within the proposal.
- Two (2) signed originals plus six (6) additional copies of the Technical and Financial proposals are enclosed.
- One (1) electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only is enclosed
- Transmittal Form (Attachment 5) 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 Form with a narrative of how the potential conflict of interest and/or how the disclosure of confidential information relating to the contract will be avoided.
- Bid Form (Attachment 6) is completed, signed and dated
- Completed Vendor Responsibly Attestation is included (Attachment 7).
- Completed M/WBE Utilization Form (Attachment 8) is included

Attachment 10

SALES TAX FORMS CA-220 AND TD-220

An electronic fill-in version of the *NYS Taxation and Finance Contractor Certification Form ST-220-TD*, can be found at:

http://www.tax.state.ny.us/forms/form_number_order_st_y.htm

An electronic fill-in version of the *NYS Taxation and Finance Contractor Certification Form ST-220-CA* can be found at:

http://www.tax.state.ny.us/forms/form_number_order_st_y.htm

Attachment 11 State Consultant Services Form A

<p>State Consultant Services</p> <p>FORM A</p>
--

<p><u>OSC Use Only</u></p> <p>Reporting Code:</p> <p>Category Code:</p> <p>Date Contract Approved:</p>

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

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

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

Totals this page:	0	0	\$ 0.00
-------------------	---	---	---------

Grand Total:	0	0	\$ 0.00
--------------	---	---	---------

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of
(use additional pages if necessary)

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 12 State Consultant Services Form B

<p>State Consultant Services</p> <p>FORM B</p>
--

<p><u>OSC Use Only</u></p> <p>Reporting Code:</p> <p>Category Code:</p>
--

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)

Attachment 13

SAMPLE STANDARD NYS CONTRACT LANGUAGE AND APPENDICES

MISCELLANEOUS / CONSULTANT SERVICES

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:

MUNICIPALITY NO. (if applicable):

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 _1_ 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.

- 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
STATE OF NEW YORK AGREEMENT
APPENDIX D General Specifications
APPENDIX B Request For Proposal (RFP)
APPENDIX C Proposal
APPENDIX E-1 Proof of Workers' Compensation Coverage
APPENDIX E-2 Proof of Disability Insurance Coverage
APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement
APPENDIX G Notices
APPENDIX __:

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 Department of Health (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 Commissioner of Health.
- 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 518-486-1255. 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

III. Term of Contract

- A. Upon approval of the Commissioner of Health, 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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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**STANDARD CLAUSES FOR NYS
CONTRACTS**

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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 t hereof, 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. A 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. 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 Department of Economic Development's Division 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 Section 165 of the State Finance Law, (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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. 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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such

certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department

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: _____

APPENDIX D
GENERAL SPECIFICATIONS

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:

All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.

- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.
- H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to

be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

I. Non-Collusive Bidding

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

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

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. **Work for Hire Contract**
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.
- M. **Technology Purchases Notification --** The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.
 2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
 3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
 4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.
- N. **YEAR 2000 WARRANTY**
1. **Definitions**

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

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

2. Warranty Disclosure

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

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

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

3. Warranty Statement

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

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and

between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

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

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

O. No Subcontracting

Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.

P. Superintendence by Contractor

The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.

Q. Sufficiency of Personnel and Equipment

If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.

R. Experience Requirements

The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.

S. Contract Amendments

This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

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

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor.
2. If, in the judgment of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the 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 Nonprocurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the

Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of

this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
6. All subcontracts shall contain provisions specifying:
 - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:
 - a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and
 - b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and
 - c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

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

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

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

DD. Lead Guidelines

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

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.

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.