

**NEW YORK STATE DEPARTMENT OF HEALTH
CENTER FOR COMMUNITY HEALTH
DIVISION OF FAMILY HEALTH
BUREAU OF MATERNAL AND CHILD HEALTH**

RFP #: 1107071017

A Request for Proposal for

**FAMILY PLANNING DATA MANAGEMENT & INFORMATION SYSTEM
SERVICES**

RFP Release Date:	January 6, 2012
Written Questions Due:	February 10, 2012
Non-mandatory Letter of Intent Due:	February 17, 2012
Registration for Bidders Conference:	February 17, 2012
Bidder's Conference Call Date:	February 24, 2012
Proposal Due Date:	March 2, 2012 5:00 pm
Award Date:	April 1, 2012
Contract Start Date:	July 1, 2012
Monthly Reporting Functionality:	August 15, 2012
Quarterly Reporting Functionality:	October 15, 2012
Contract End Date:	June 30, 2017

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RFP Release Date: January 6, 2012

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

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A. Introduction

The New York State Department of Health (NYSDOH) is soliciting a Request for Proposals (RFP) for a qualified bidder to provide and administer automated, client-specific data management and information system services for its Family Planning Program (FPP), with an additional component for its Infertility Prevention Project (IPP).

The FPP provides comprehensive, reproductive health care to low income, uninsured women and men through a statewide provider network. The IPP is a Center for Disease Control and Prevention (CDC) funded Chlamydia screening initiative conducted in family planning clinics to reduce the prevalence of Chlamydia and its potentially debilitating complications, most notably infertility. While all FPP providers participate in the FPP component of the Family Planning Data Management and Information System (FPDMIS), only a subset of providers is funded for the IPP component.

It is the intent of the NYSDOH to enter into an agreement with the bidder selected based on this RFP beginning July 1, 2012 for a five-year period ending June 30, 2017. Continuation of the contract each year is contingent upon satisfactory contractor performance and the availability of funding. The selected contractor will be responsible for managing the FPDMIS in accordance with the specifications of this RFP, and will be bound by all statutory requirements of public contracts under New York State law.

B. Background

The FPDMIS is the principal source of information for the FPP, which provides comprehensive reproductive health care through its statewide network of 51 agencies and approximately 220 clinics. Family planning data are used for program management; to monitor agency and clinic performance; and to respond to Federal reporting requirements, including the annual Title X Grant Application and the Family Planning Annual Report.

The FPP's data system has been automated since 1983 and became an all electronic reporting system in 2003. All FPP agencies are required by contract to participate in the system, and all agencies submit electronic Clinic Visit Records (CVRs) that document services provided to clients during family planning visits in an effort to ensure the provision of quality, comprehensive reproductive health care. The CVR data elements that agencies must report include client demographics, medical services, education and counseling, and other services provided to clients as necessary. Agencies are allowed to use clinic management software products of their choice to collect data, but are required to submit CVRs in the NYSDOH prescribed format to the FPDMIS. In 2009, over 346,000 clients made over 641,000 family planning visits.

A sentinel group of up to 15 family planning agencies also participate in the Infertility Prevention Project (IPP). Participating agencies submit an additional stream of data via an electronic reporting system established in 2003. These data are used to comply with state and federal IPP reporting requirements, and include a core set of required data elements to make the prevalence monitoring surveillance data meaningful. The required elements include client demographics, reason for test, specimen collection

date, and laboratory test result. Additional data elements such as specimen and test type, pregnancy status, risk history and presumptive treatment also are collected. Agencies may choose their data collection software products, but are required to submit data to the bidder in a NYSDOH-prescribed format. Approximately 120,000 Chlamydia tests were reported by these agencies in 2009.

1. Benefits

The achievement of the aforementioned objectives will benefit the FPP by providing:

- A. A data base of encounter records that are complete, accurate, consistent, and result in dependable and timely reporting;
- B. The ability to readily and regularly produce reports for NYSDOH and providers that are easily interpreted, resulting in enhanced program oversight and assurance of quality reproductive health care;
- C. The ability to easily access data and reports on a secure and user friendly Web site;
- D. The ability to capture family planning visit and Chlamydia testing data in accordance with requirements of the Federal Office of Population Affairs (OPA) and the Centers for Disease Control and Prevention.

2. Critical Success Factors

The Family Planning Data Management and Information System will be considered a success when:

- A. It meets all applicable State and Federal regulations and requirements;
- B. It provides flexible and timely mechanisms for required data submission, processing, reporting, and record exporting;
- C. It maintains a secure and accessible historical data base of information dating back a minimum of 4 years;
- D. Training and technical assistance is provided to all users on an ongoing basis to enable their proficient use of the application.

3. Constraints

The Family Planning Data Management and Information System shall meet these constraints:

- A. The application shall not contravene any federal or state law or regulation;
- B. The application shall meet all Health Insurance Portability and Accountability Act (HIPAA) requirements; and
- C. Work performed on the Family Planning Data Management and Information System shall at all times be conducted in a manner that ensures the strictest confidentiality of individually identifiable information in accordance with all applicable NYSDOH laws, rules and regulations. The winning Bidder must agree:

1. Not to access or disclose information collected or maintained under this agreement except for the purposes articulated in the agreement, without the written permission of the State DOH;
2. To utilize reasonable physical, administrative, and electronic safeguards to maintain the confidentiality, integrity, accessibility, and security of program information (including but not limited to secured physical office or storage areas, electronic firewalls, and passwords);
3. To utilize appropriate physical, administrative, and electronic procedures and processes when transferring or transmitting program information to other persons or entities external to the winning bidder's entity (including but not limited to encryption);
4. To train and provide information to their workforce regarding the requirements of relevant law and regulations to ensure confidentiality;
5. To provide for workplace sanctions for inappropriate disclosure or access to program information (including but not limited to suspension and termination). The winning bidder will immediately notify the Department when it is determined that an inappropriate disclosure has occurred; and
6. To incorporate and account for all HIPAA requirements.

HIPAA requirements can be found at:

<http://cms.hhs.gov/hipaa/hipaa2/regulations/default.asp>.

C. Detailed Specifications

1. Project Scope

The scope of work for the New York State Department of Health's Family Planning Data Management and Information System involves the complete operation of both the FPP and IPP components of the system, including complete data lifecycle management, data collection, data editing, data processing, data transmission, data storage, data reporting, data archiving, and any related software development to manage the data.

It also includes the development and dissemination of reports in formats as prescribed by NYSDOH, as well as the posting of data and reports on a secure, but easily accessed, and user-friendly Web site. The Web site should be able to utilize security certificates, allow authorized access by the family planning agencies to their data and reports, and allow complete access by authorized NYSDOH personnel to all NYSDOH FPDMS data and reports on a statewide, as well as agency-specific basis. The selected contractor will also be responsible for providing on-line access to standard master copies of electronic computer files for downloading to the Department of Health on an as needed basis. Responsibilities also include the training and technical support of Family Planning (FP) agency staff in completion of forms, submission of data, use of the Web-site, and interpretation of prepared reports.

Technical information on the production of forms and formats, data collection, computer processing and security, report generation and distribution, and support and training follows:

a. Data Collection and Formatting

i. Duties and Responsibilities:

The contractor will be responsible for distributing CVR data collection forms and electronic file layouts to all FPP agencies. An example of the CVR form is attached (See Attachment 1A1). The bidder may design alternative forms, which must contain all fields mandated by state and federal guidelines, and are subject to NYSDOH approval. Once a form has been approved, no changes may be made without the express written permission of the NYSDOH.

The contractor will be responsible for developing and distributing to all participating agencies detailed data file specifications that describe the required formatting layout, soft and fatal edits for the CVR and the IPP data record. The layout must include data element name, field position, length and type, and acceptable values. The file layouts and edits are subject to NYSDOH approval, and once approved, no changes may be made without the express written permission of the NYSDOH. Attachments 1.A.2 and 1.A.3 describe the file specifications for the CVR data records and Attachment 1.B.1 illustrates the file specifications for the IPP data records.

b. Data Processing and Control

i. Duties and Responsibilities:

The contractor will be responsible for electronically capturing and processing data from all Family Planning clinic sites and the sentinel IPP sites, and developing control procedures that will ensure a high level of accuracy, completeness, and accountability. Recommended control procedures include establishment of due dates for monthly and quarterly data submissions, field specific edits on submitted data, and feedback to agencies on datasets that were not submitted, and on datasets that were subsequently identified as incomplete, late, or having erroneous and rejected records. Current editing specifications are included in Attachments 1.A.4 for the CVR data and 1.B.2 for the IPP data.

The contractor will be responsible for providing information to the NYSDOH FPP on the number of data records received on a monthly basis from each site (agency and clinic) (See Attachment 2 Descriptive Summary of Required Reports). This information will be provided in the form of monthly, quarterly, and yearly reports that contain clinic-specific audit trails indicating the total number of records processed and the total number of records successfully added to files. The contractor will be responsible for ensuring data accuracy

by applying record-specific editing specifications, and for assessing overall submission quality, based on a percentage of all forms successfully processed. Any major problem in the receipt or distribution of CVR or IPP data must be reported to the NYSDOH FPP in a timely manner. These monthly processing reports should be provided in electronic format, and in hardcopy format upon request.

c. Computer Production System

i. Duties and Responsibilities:

The current NYSDOH FPDMS contains approximately 2.8 million FPP records, which represents a three-year database. In 2009, about 932,000 records were processed, of which 917,000 were considered complete and successfully invoiced. Of the 932,000 records 811,000 were for FP visits and the rest were for IPP tests. Bidders must own or have access to computer software and hardware capable of storing and processing this volume of data. This RFP does not include the purchase or lease of hardware equipment or software packages.

For both the FPP and IPP components of the system, the successful bidder is required to maintain a minimum three-year active database of client and visit records. Master computer files should have a minimum four-year retention period; at least one copy must be stored securely off-site in case of fire or other catastrophe. In the event that any of the data are lost, stolen, or destroyed through negligence or fault of the contractor or any other person or firms employed by or associated with it, the contractor agrees to recreate the information at no cost to the NYSDOH. The Department reserves the right to review and approve all programming languages, file layouts, coding and editing schemes, and utility programs used to operate the system.

At the end of the contract period, the NYSDOH reserves the right to migrate the system to its own central computer or to that of a new contractor. In this event, the Department requires the contractor to turn over all files and proprietary and nonproprietary system software developed for this system, along with complete and comprehensive system documentation. A transition period of up to three months will be implemented to ensure that this is accomplished in a smooth and efficient manner.

The contractor must provide to the NYSDOH an electronically formatted dataset of all FPP client visit data collected for the preceding year by the end of January of each year and that collected to date for the current year by the end of the month following a calendar quarter. In addition, the contractor must supply quarterly IPP data in the prescribed electronic format on all visits in which Chlamydia services were provided.

The contractor must be capable of supplying selected information via secure file transfer protocols or on CD ROM or DVD, in standard format (e.g., DBF,

CSV, or ASCII text formats) upon request and within a reasonable time frame, not to exceed two weeks.

The contractor must be capable of responding to special programming requests and systems modifications within a reasonable time frame, not to exceed 30 calendar days or a timeframe as agreed to by the bidder and DOH, as requested by the NYSDOH.

The contractor must be capable of posting data and reports on a Web site that is secure, with controlled, role-specific access by FPP and IPP participants and DOH representatives. Passwords for accessing the Web site must follow NYSDOH Account Management and Access Control Policies and Procedures when defined (See Attachment 3). These will be based on the minimum policies, standards, and procedures found in the Federal HIPAA Security Regulation and the [NYS Cyber Security Critical Infrastructure and Coordination \(CSCIC\) Policy P 03-002](#), Information Security Policy respectively accessible in .pdf format at the Centers for Medicare and Medicaid Services Web address:

<http://www.cms.hhs.gov/hipaa/hipaa2/regulations/security/default.asp>

and the NYS CSCIC Web address:

<http://www.cscic.state.ny.us/policies.htm>

The Web site and corresponding data and network configuration are subject to review by the NYSDOH Security Officer and must comply with the current NYSDOH Network Configuration Policy (Attachment 4). The Web site should be structured in a user friendly manner and easily navigated. For example, the main menu of functional options should be accessible from all function screens. Data should be easily retrieved in standard ASCII formats and encrypted for electronic transmission, and reports should be easily saved locally and/or legibly printed.

The bidder must also supply specific evidence in the proposal of its ability to fulfill all the requirements as specified in this section.

ii.Data Ownership

All data collected either at the record level or aggregate level is owned by the NYS Department of Health. The vendor agrees to provide to the NYS Department of Health any and all data upon request. Upon completion or termination of the contract, data security procedures to ensure confidentiality will be taken to remove, delete and destroy all FPP and IPP data, databases, data files, backup data, archives, off site stored data, and compressed / zipped data associated with FPDMS. This process must be completed within a 30 days of completion or termination of the contract.

Additionally, the storage media containing any of the FPP and IPP databases

such as hard disks, drives, backup drives, offsite backup drives, server drives, and tapes will be destroyed through first degaussing/erasing and then shredding of the physical media.

NYSDOH reserves the right to request verification of media destruction.

Custody of all media storage devices that contain NYSDOH owned data from the FPDMS will remain with the vendor until physical destruction of the storage devices has occurred. The vendor's responsibility prior to or liability subsequent to any loss of data cannot be transferred to a third party.

d. System Security

i. Duties and Responsibilities:

The contractor must provide secure and confidential storage for hard copy and electronically stored information, as well as that posted on the World Wide Web. Under no circumstances will any records, hard copy or electronic, nor any information contained therein, be released to any person, agency, or organization without specific written permission of the NYSDOH and the agency (agencies) whose records are involved. All data storage, posting, and access must comply with the minimum policies, standards, and procedures found in the Federal HIPAA Security Regulation and the [NYS Cyber Security Critical Infrastructure and Coordination \(CSCIC\) Policy P 03-002](#), Information Security Policy and with the NYSDOH Network Configuration Policy (Attachment 4). The Department will be notified immediately if any breach of confidentiality occurs.

e. Report Generation and Distribution

i. Duties and Responsibilities

For both the FPP and IPP components of the system, site-specific and project-specific reports must be generated and made available to each project, each month and quarter, by electronic mail and/or by Web site access. Web site reports and information must be easily accessible and user friendly to ensure access by providers and the Department. In addition, site-specific project totals and an aggregate statewide report must be submitted and/or available by Web site access to the Bureau of Maternal and Child Health at NYSDOH. These reports must be produced monthly and quarterly and/or upon request by the Department. All reports must be of the highest quality available in the field for both Web posting and printing.

Periodically, the NYSDOH may require special analyses and/or tables. The contractor must be prepared to respond to special requests for reports and/or to supply data via electronic media to the Department on short notice as requested. Simple reporting requests, such as descriptive analyses involving

only a few variables, must be responded to within 1 week's time. (More complex analyses requiring a formal design and change control component would be required within a timeframe agreed to jointly by the bidder and NYSDOH.)

The ability to generate and print, on an ad hoc basis, a variety of site, project, and state-specific reports on data elements of particular and periodic interest also should be available via the bidder's Web site. Ad hoc reporting capability should include, but not be limited to, breakdowns of clients and visits by gender, race, poverty level, medical/counseling services, type of visit, source of payment, referral, contraceptive method, and reason for no method, and for time periods specifiable by beginning and ending day, month, and year.

ii. Required Reports

Following is the list of required reports, detailed explanations of which are contained in Attachment 2:

Family Planning Program Reports – Attachments 2A-2H

- A. Monthly Data Processing Reports to All Agencies and/or NYSDOH (Attachments 2.A)
1. CVRs Processed Report
 2. CVR Error Listing
 3. Summary of CVR Errors
 4. Distribution of CVR Records by Month of Receipt and Month of Visit

- B. Client Listings (Requestable as needed by agency) (Attachment 2.B)
1. Active Client Listing
 2. Purged Client Listing

- C. Quarterly and Annual Management Reports to Agencies and/or NYSDOH (Attachments 2.C)

There are 17 separate tables listed at the State and Agency level.

- D. Federal Reports (Attachment 2.D)

There are 14 separate tables listed as required for the Family Planning Annual Report (FPAR).

- E. Family Planning Extension Program (FPEP) Report to All Agencies and/or NYSDOH (Attachment 2.E)

There are 12 separate tables created quarterly in support of FPEP Medicaid reimbursements to family planning agencies.

- F. Quarterly Performance Reports to All Agencies and/or NYSDOH (Attachments 2.F)

- G. Monthly Processing Reports to All Agencies and/or NYSDOH (Attachment 2.G)
1. IPP Voucher Report
 2. IPP Error Listing
 3. Summary of IPP Submission Errors
 4. IPP Data Quality Report
 5. Federal Positivity Report

H. Ad Hoc Web Site Reporting Capability (Attachment 2.H)

All of the above must be available via Web site access to the appropriate parties as specified by NYSDOH.

f. Training and Technical Support of Family Planning Agency Staff

i. Duties and Responsibilities:

Training and support of personnel from Family Planning agencies enrolled in the FPP and IPP data system components require:

- Regional training visits up to twice per year to each of 5 NYS regions as needed,
- Training and demonstrations of the systems conducted using only test or scrambled data;
- Detailed data manuals and Web site specifications for users at all clinics, each agency, and the Bureau of Maternal and Child Health; and
- A dedicated email address and a toll-free telephone number (operable Monday through Friday between the hours of 8:00 AM and 5:00 PM Eastern Time) for agency consultation.

NYSDOH staff may attend Family Planning Agency training sessions, but in addition, the contractor (including the project director and key staff working on the project) should be prepared to meet with staff from the Department of Health as required. These meetings may take place up to 4 times annually.

No separate reimbursement will be provided to the bidder for these meetings.

2. Implementation & Management

a. Duties and Responsibilities:

The contractor must undertake and complete all development and implementation activities for the FPDMS no later than July 1, 2012, so that the system, including the FPP and IPP components as detailed in this RFP, is fully operational for data collection and processing on that date. Monthly reporting functionality must be completed and operational by August 15, 2012, and quarterly reporting and data extraction functionality must be completed and operational by October 15, 2012.

The contractor must also propose and provide a plan for managing and controlling any required post-implementation changes and enhancements. Complex reporting requests and system enhancements requiring formal design changes will be analyzed in conjunction with NYSDOH staff. Relevant change control documentation, including agreed upon timeframes, will be recorded. Additional funding requirements will be discussed and negotiated, and will be applied through contractual revisions or amendment as applicable and available.

D. Proposal Requirements

1. Review

The requirements established by this RFP for proposal content and format will be enforced in evaluating proposals. The bidder's compliance with 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.

Bidders choosing not to bid are requested to fill out Attachment 9 – No-Bid Form and return it to the contact address listed above. This will ensure the bidder will remain on our mailing list.

2. Proposal Format

Proposals should be prepared providing a thorough description of the bidder's ability to meet the requirements of the RFP. Proposals must be submitted, on paper, **in two distinct parts**, that are separately sealed and identified with the name of the bidder and RFP #:

- Part 1 - Technical Proposal
- Part 2 - Cost Proposal

No cost or pricing information should be submitted in a bidder's technical proposal.

Each page of each of the proposals should be numbered consecutively, starting at 1 from the beginning of the proposal through all appended material.

3. Technical Proposal

The bidder's Technical Proposal must contain a cover sheet (Attachment 10) and Bidder's Assurances (Attachment 23), signed by an official authorized to bind the bidder to the provisions, as described in E. Administrative section 9, Binding of Proposal; as well as the Contractor Disclosures described in E. Administrative Section 11, Disclosure of Proposal Contents. Each bidder's Technical Proposal must also include separate responses to the following requirements pertaining to substance and general content:

- a. An Executive Summary in which the bidder must describe its understanding of the requirements presented in the RFP, and how the bidder can assist NYSDOH in accomplishing its objectives;
- b. A statement explaining previous experience/exposure that qualifies the bidder and, if applicable, its subcontractor(s) to undertake the functions and activities required in this RFP:
 - i. A narrative description of your organization, including the parent and all subsidizing companies;
 - ii. A complete description of the firm's capabilities to perform the services required by the "NYS Family Planning Program Data Management and Information System", including experience with large statewide data systems; experience with developing editing specifications and guidelines for data systems, handling duplicate, invalid and missing data; and procedures to follow-up with agencies to make corrections to individual records.
 - iii. A complete description of the firm's experience providing training and technical support to provider agencies, including hosting multiple regional training sessions, conducting demonstrations using test data, development of training syllabus, and development of detailed manuals and website specifications for relevant system components.
 - iv. A narrative description of your corporate experience in developing, implementing, and operating comparable proposals;
 - v. Any other submission indicating the expertise that the bidder believes would enhance its qualifications;
- c. An affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder due to prior, current or proposed contracts, engagements or affiliations (Attachment 26 – Disclosure and Accountability Certifications); also see E. Administrative section 18 Bidder Information / References:
 - Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
 - Department of State Registration
 - Certificate of Article of Incorporation
 - List of Business References
- d. A statement identifying all subcontract(s) and all information as requested in E. Administrative section 17 of this RFP;
- e. An appended list of three current and three former clients for references as discussed in E. Administrative section 18 of this RFP;

- f. The bidder must provide, in narrative form and by work plan chart (Attachment 5), a detailed description of its plan to have the entire set of FPDMS services implemented and fully operable on or before October 15, 2012. The plan must be reflective of the scope of FPDMS services requirements described above in this RFP, and must include, but not be limited to a complete description of:
- How the bidder proposes to transition the current data system, including software, data acquisition, conversion, and the development of necessary software to manage the data and information system.
Complete and detailed system design information, including proposed hardware, software, and data base specifications.
 - A System Enhancement and Maintenance Plan for the post implementation change control process.
 - How each of the required services will be made fully available at the start of the contract period, and should include details on the full implementation of the system by October 15, 2012.
 - The process for monthly, routine information processing and report generation, along with a detailed Data Processing Calendar.
 - Identification of all key professional personnel and person(s) to be responsible for implementation and management of FPDMS services and the percentage of time each shall be dedicated to the FPDMS implementation and ongoing operation, presented in the Key Family Planning DMIS Services Staff format in Attachment 6. Include:
 - The number of executive, professional and supervising personnel, analysts, researchers, programmers, trainers, consultants, etc., who will be engaged in the work.
 - The names, titles, roles, and percent of dedicated time of all key personnel and specify a program manager who is expected to be the primary contact for the bidder, and would serve as the main liaison between the NYSDOH and the bidder; and
 - Resumes for the Project Manager and other key personnel engaged in this work.
 - A completed work plan outlining the implementation and ongoing operation of this project as formatted in Attachment 5; and
 - A complete staffing plan identifying all key professional personnel and person(s) to be responsible for implementation and management of the FP DMIS services in the Key Family Planning DMIS Services Staffing format of Attachment 6.

Additional information may be submitted (e.g., Annual Report) at the end of the proposal or under separate cover. However, we request that bidders refrain from submitting extraneous information in the body of the proposal.

- g. A narrative description addressing each of the duties and responsibilities and required items as follows:
- i. Project Scope
 - a) Data Collection and Formatting
The bidder must describe in detail in the technical proposal its ability to design, print, and distribute data collection forms to agencies participating

in both the FPP and IPP, in a format approvable by the NYSDOH. Included in the description must be evidence of the bidder's ability to adjust the form structure to meet the various requirements of particular agencies.

The bidder must also describe in detail its ability to design and distribute data file specifications for agencies participating in both the FPP and IPP, in formats and with edits approvable by the NYSDOH.

b) Data Processing and Control

Quality control procedures practiced or proposed by the bidder must be discussed in detail, including:

- A discussion of the bidder's experience with targeted training, technical assistance, and support efforts to ensure accurate and complete data entry and submission quality;
- Information on the bidder's experience with developing record-specific editing specifications and editing guidelines;
- An explanation of the bidder's procedures for handling duplicate, invalid, and missing information, including extent of methods of follow-up with individual agencies;
An estimation of the length of time needed by the bidder to make corrections of individual records.

c) Computer Production System

The technical proposal must include a description of the bidder's computer hardware, software, and other operating equipment, as well as secure off-site storage. The bidder must provide detailed evidence that:

- It owns or has access to computer software and hardware capable of storing and processing the required volume of data to minimally maintain 3-year active databases of client and visit records for both the FPP and IPP components of the system.
- It is capable of minimally maintaining 4 generations of master files, and 6 generations of data relevant to FPEP clients,
It is capable of storing at least 1 copy each of the monthly FPP and quarterly IPP master files, in a secure location off-site in case of fire or other catastrophe;
- It is capable of recreating any data lost, stolen, or destroyed by malfunction or through negligence or fault of the bidder or any other person or firms employed by or associated with it, and that it agrees to recreate such information at no cost to the NYSDOH;
- Within 30 days of the close of the specified period, it will provide monthly and annual FPP and quarterly IPP data sets to the NYSDOH via secure file transfer in standard format (e.g., .DBF, CSV file or ASCII text);
- It will provide selected information on CD ROM / DVD in standard format (e.g., .DBF, .CSV, or ASCII text) as requested and within a reasonable time frame, not to exceed two weeks;

- It will respond to other special programming requests and systems modifications within a reasonable time frame;
- It will provide a Web site structured in a user friendly manner that is easily navigated, and where data and reports are securely posted, with controlled, role-specific access. Bidders must demonstrate how they will conform to the minimum policies, standards, and procedures found in the Federal HIPAA Security Regulation and the [NYS Cyber Security Critical Infrastructure and Coordination \(CSCIC\) Policy P 03-002](#), Information Security Policy. Any such proposed practices must be modifiable as needed to conform to the NYSDOH Account Management and Access Control Policies and Procedures when finalized (See Attachment 3);
- It will provide a NYSDOH security-compliant Web site where data may be easily retrieved in standard ASCII, print, text, and PDF formats and encrypted for electronic transmission, and reports may be easily saved locally and/or legibly printed. The Web site and corresponding data and network configuration are subject to review by the NYSDOH Security Officer, and are required to conform to NYSDOH Network Configuration Policy (Attachment 4).

d) System Security

The bidder must supply a schematic diagram of its network configuration that clearly and concisely demonstrates its compliance with the NYSDOH protocols and policies. The bidder must also include a specific statement of security and confidentiality for both hard copy and electronically stored information, as well as the security of information posted on the Web site.

A detailed discussion of the bidder's data security procedures and controls must also be included in the proposal. At a minimum, this discussion should address:

- The identity of the person(s) responsible for computer security;
- Steps taken to safeguard data at each step of the data collection lifecycle, as well as information posted on the bidder's Web site;
- Data security and confidentiality protocols, including employee access;
- Employee training and any written policies on confidentiality;
- Data redundancy and back-up plans including plans in the event of a catastrophic loss of equipment or facilities; and
- An understanding of HIPAA-related restrictions and requirements, including the need to execute a Business Agreement with each agency.

e) Report Generation and Distribution

The bidder must describe in detail its ability to:

- Produce and supply the required reports discussed above to the appropriate parties and in the prescribed time frame;
- Provide samples of management and data reports that the bidder proposes to produce in accordance with this RFP and any other

reports that the bidder proposes to produce for DOH to be able to analyze and evaluate the bidder's effectiveness in providing the FPDMS services;

- Modify existing report formats and develop new formats in cooperation with NYSDOH, including how long it would take to provide these reports once specifications are agreed upon;
- Assure accuracy and timeliness of reports using the quality control procedures it has in place;
- Provide ad hoc reports upon request, including the length of time it would take to prepare such reports; and
- Provide ad hoc reporting functionality on-line, including the ability to generate and print a variety of site, project, and state-specific reports on data elements of particular and periodic interest.

f) Training and Technical Support of Family Planning Agency Staff
The technical proposal must include a detailed description of the bidder's experience in providing training of and technical support for personnel from family planning agencies, including:

- Scheduling of multiple on-site regional training sessions;
- Conducting training/demonstrations using test or scrambled data;
- Development of an effective training syllabus, to include:
 - Completeness and accuracy of data collection, timely submission and correction of data,
 - access and navigation of Web site, and
 - interpretation and use of reports;
- Development of detailed data manuals and Web site specifications relevant to both the FPP and IPP system components that include clear and comprehensive guidance with regard to:
 - An overview of the data system's purpose, functionality, and security;
 - User and client enrollment and data submission processes and requirements;
 - General and field specific definitions and data editing details (Attachments 1.A and 1.B);
 - Web site functionality, including illustrative screen shots and narrative descriptions for data submission, retrieval, report access, ad hoc reporting, etc.;
 - Descriptions and examples of all standard and ad hoc reports; and
 - Miscellaneous data management procedures, such as project mergers, data backup, training and support contacts, etc.
- Providing a dedicated email address and a toll-free telephone number that is available during normal working hours, well-staffed, and responsive to agency consultation.

The bidder's technical proposal shall be neither conditioned nor contingent.

4. Cost Proposal

The bidder's Cost Proposal must contain a cover sheet (see Attachment 11) signed by an official authorized to bind the bidder to the provisions, as described in Administrative Section E, Item 12.

The bidder must complete the cost proposal bid form in Attachment 12 as well as provide a narrative description of the methodology used and the factors considered to develop the cost proposal. All costs should be based on the information included in this RFP. Attachment 8 – Bid Form, should be included with Attachment 12, and signed.

Proposed costs will be based on operational and administrative expenses relevant to both the FPP and IPP components of the FPDMS services. Operational expenses will cover regularly scheduled electronic record processing. Fees for accepted records should reflect the contractor's costs for processing and storage of data, while fees for rejected records should reflect costs for initial processing only. Administrative expenses will cover staffing, development, production and distribution of forms and reports, on-line ad hoc reporting, communications (phone and email), miscellaneous additional programming (for ad hoc enhancements or reports, requirement changes, general maintenance, and Web site enhancements / maintenance), updating and distribution of system documentation (data manuals and Web site specifications), and travel (for regional training and central office visits).

DOH cannot anticipate the number of FPP or IPP record submissions that will be accepted or rejected and require resubmission prior to being successfully processed each month by the contractor. Neither can DOH anticipate the volume of additional programming or support communications required. For bidding purposes, a level of 281,250 records (~ 250,000 FPP and ~ 31,250 IPP) processed per quarter, 250 hours of programming annually, and approximately 1,500 telephone calls or email solicitations from providers annually should be assumed and each bidder's proposal should be based on these levels.

All costs must be inclusive of all activities necessary to transition, implement, and operate the FPP and IPP services components of the FP DMIS as described in this RFP. The bidder's cost proposal shall be neither conditioned nor contingent.

The Cost proposal bid form (Attachment 12) is to be submitted by the Proposal Due Date.

BIDDERS MUST USE THE COST TABLE CONTAINED IN ATTACHMENT 12 (OR RETYPE THE TABLE IN IDENTICAL FORMAT). BIDDER RESPONSES NOT USING THIS TABLE MAY BE RULED NON-RESPONSIVE TO THIS REQUEST FOR PROPOSAL.

Bid Price Guarantee – By submitting the proposal, the bidder shall be guaranteeing the prices quoted therein for a period of **365** days.

5. Method of Award

A contract resulting from this RFP may be awarded in response to the proposal that

meets or exceeds the specifications of the RFP and provides the best bid to the State of New York.

During the evaluation process, NYSDOH may require clarifying information from a bidder for the purpose of assuring NYSDOH's full understanding of the bidder's responsiveness to the RFP requirements. This clarifying information must be submitted in writing in accordance with formats set forth in this RFP and, if received by the due date set forth in the NYSDOH request for clarification, will be included as a formal part of the bidder's proposal.

The evaluation process will include: (1) structured review of proposals, (2) contacts with references; and (3) NYSDOH analysis of all evaluation components. The Department welcomes any and all materials submitted by the bidder that will aid in evaluating the bid.

The bid must be as specific as possible in its response to all parts of the RFP so as to provide the Evaluation Committee with an adequate understanding of the bidder's intent. If the NYSDOH awards a contract relative to this RFP, it will be based upon bids received without additional submissions (other than requested clarifying information) from the bidder. Accordingly, a bid should contain the most favorable terms, from both a cost and technical standpoint that the bidder can submit.

PROPOSALS THAT ARE NOT FULLY RESPONSIVE TO THE REQUIREMENTS OF THE RFP MAY BE REJECTED.

Proposals deemed by NYSDOH to be responsive to the submission requirements set forth in this RFP announcement will be evaluated by NYSDOH, assisted by other persons as NYSDOH deems appropriate. In order to award a contract, DOH will select the bidder that submits the proposal that offers the best value, meaning the bidder with the highest combined technical and cost proposal score.

Point allocation for the Technical and Cost Proposals is as follows:

Technical Proposal	70 points
Cost Proposal	30 points
Total Possible Score	100 points

The bidder's Technical and Cost Proposals will be separately evaluated and scored as follows:

a. Technical Score (70 Percent)

NYSDOH will evaluate and score each bidder's ability to implement and operate the FPDMS services described in this RFP. The evaluation will be based on the bidder's written technical proposal; any responses to clarifying questions; information obtained through reference checks; NYSDOH's and other state agencies' experience with the bidder or its proposed subcontractors; and, as it deems necessary, oral presentations and/or on-site visits conducted to amplify and or clarify that bidder's technical approach.

To arrive at a final technical score for a bidder, DOH reserves the right to normalize the underlying calculations used by the reviewers to evaluate the bidder's technical proposal.

The bidder with the highest final technical score will be assigned the full 70 points. Thereafter, scores will be developed pro-rating each technical score against the lowest bid, using the following formula:

$$\text{Mean raw score} / \text{High mean raw score} * 70 \text{ total available points}$$

For example, bidder "A" submits a proposal that receives scores of 60, 65, and 70 from 3 reviewers, averaging 65 points, and receives the full 70 points. Bidder "B" submits a proposal that receives scores of 55, 60, and 65 from 3 reviewers, averaging 60 points.

Bidder A = 65 points on average = 70 points

Bidder B = 60 points on average

Bidder B Points are calculated at: $60/65 * 70 \text{ points} = 64.6 \text{ points}$ for Bidder B

b. Evaluation Criteria

The evaluation criteria and relative point value for each section will include, but not be limited to the following considerations:

i. Experience with Similar or Related Activities (20 percent)

The RFP Evaluation Committee will place considerable emphasis on the bidder's experience in developing, implementing, and operating comparable proposals.

- Emphasis will be placed on the qualifications and experience of the bidder's staff. The Department expects the bidder to provide experienced, high-level staff, knowledgeable in the areas of work specified in this RFP. The bidder must assign sufficient staff resources for the successful initiation and operation of the project.
- The NYSDOH may contact any and all references to determine their experience with the bidder. References must have had experience with comparable proposals.

ii. Resources and Stability of the Bidder (20 Percent)

- The Department's Evaluation Committee will assess the bidder's ability to implement and undertake a project of this size and the ability to

provide an alternative and comparable data management and information system should his primary system become inoperable.

- The bidder must demonstrate vendor responsibility through satisfactory completion of the Vendor Responsibility Questionnaire (see Attachment 25).

The NYSDOH reserves the right to call the bidder's past and present clients as a reference check.

- The bidder must demonstrate the ability to meet the time constraints of this RFP.
- The bidder must demonstrate the absence of any conflict of interest (Attachment 26).

iii. Quality of the Proposal (30 Percent)

The RFP Evaluation Committee will carefully review the following factors in evaluating the quality of the proposal:

- How well it satisfies the requirements of the RFP, including understanding the nature and magnitude of the project;
- The comprehensiveness and soundness of the work plan, approach, and the management of the project; and
- The specific operations, procedures, systems, and support proposed; and how well it demonstrates the ability to effectively comply with the minimum policies, standards, and procedures found in the Federal HIPAA Security Regulation and the NYS Cyber Security Critical Infrastructure and Coordination Policy P 03-002, Information Security Policy (see Web address references on p. 8) (in lieu of the finalization of the NYSDOH Account Management and Access Control Policies and Procedures) and with the NYSDOH Network Configuration Policy (Attachment 4).

c. Cost Score (30 Percent)

Cost will be an important consideration in the selection from among qualifying proposals, but the award may not necessarily be made to the bidder with the lowest cost proposal.

DOH will assign each proposal a Total Cost Score based on a cost formula using the Total Bid for the Five Year Period as submitted by the bidder on Attachment 12. The lowest bidder will be assigned the full 30 points. Thereafter, scores will be developed pro-rating each Total Bid against the lowest bid.

For example, bidder "A" submits the lowest bid for \$100,000 and receives 30 points. Bidder "B" submits a proposal for \$120,000.

Bidder A = \$100,000 = 30 points

Bidder B = \$120,000

Bidder B Points are calculated at: $\$100,000 / \$120,000 * 30$ points
= 25 points for Bidder B

To arrive at a cost score for a bidder, DOH reserves the right to normalize the underlying calculations used by the bidder to support its computation of costs.

d. Total Combined Score

To arrive at the Total Combined Score, DOH will combine the bidder's Technical Score and Cost Scores. The maximum score any bidder can receive is 100 points.

e. Bidder Selection

DOH will select and enter into negotiations for the purposes of executing a contract with the bidder with the highest total combined score. The bidder selected may be other than the bidder that submits the lowest projected five-year cost.

f. Method of Award

Vendor Selection

At the discretion of the Department of Health, all bids may be rejected.

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

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

g. Bidder Notification

It is our intent to notify bidders in writing of the contractor selected by April 1, 2012. In the event of an unsuccessful contract negotiation with the first bidder selected, a backup bidder will be considered. The NYSDOH reserves the right to reject any and all bids.

Once an award has been made, bidders may request a debriefing of their proposals. Such a debriefing will include only discussion of the strengths and weaknesses of a bidder's own proposal.

E. Administrative

1. Issuing Agency

This Request for Proposal is a solicitation issued by the New York State Department of Health, Bureau of Maternal and Child Health. The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

Attachments 13 through 19 are parts of the Department of Health standard contract appendices to be included in any contract resulting from this Request for Proposal.

2. Timeline

The following timeline will be in effect for this RFP:

RFP Release Date:	January 6, 2012
Written Questions Due:	February 10, 2012
Non-mandatory Letter of Intent Due:	February 17, 2012
Registration for Bidders Conference:	February 17, 2012
Bidder's Conference Call Date:	February 24, 2012
Proposal Due Date:	March 2, 2012 5:00 pm
Award Date:	April 1, 2012
Contract Start Date:	July 1, 2012
Monthly Reporting Functionality:	August 15, 2012
Quarterly Reporting Functionality:	October 15, 2012
Contract End Date:	June 30, 2017

3. Inquiries / RFP Questions and Answers

Any inquiries of a technical nature can be addressed in writing, via telephone, or e-mail and should be directed to:

Primary Contact:

James Gartland
New York State Department of Health
Center for Community Health
Division of Family Health
Bureau of Maternal and Child Health
Data Analysis, Research & Surveillance Unit
Corning Tower Room 1805
Albany, NY 12237-0621
Phone: 518-474-3368
Fax: 518-474-7054
Email: jag06@health.state.ny.us

Secondary Contact:

Eileen Shields
New York State Department of Health
Center for Community Health
Division of Family Health
Bureau of Maternal and Child Health

Data Analysis, Research & Surveillance Unit
Corning Tower Room 1805
Albany, NY 12237-0621
Phone: 518-474-3368
Fax: 518-474-7054
Email: eps05@health.state.ny.us

All substantive questions related to the content of this RFP announcement must be submitted in writing or e-mail to the above address. Each question raised should cite the RFP section, paragraph and page number to which it refers. Written questions will be accepted until February 10, 2012.

Responses to written questions and any updates or modifications to this RFP announcement will be provided to all prospective bidders via NYSDOH public <http://www.health.state.ny.us/> and <http://www.health.state.ny.us/funding/> approximately a week after questions are due.

Prospective bidders should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of a proposal.

The RFP, questions and answers, as well as any updates/modifications will also be posted on the Department's Web site.

4. Submission of Request for Proposal

Request for Proposal and all components must be in writing.

This proposal will consist of 2 components separately addressing its technical and cost aspects. Each bidder must submit one original and five (5) copies each of the separately written Technical and Cost Proposals. (See Administrative Section E. subsection 14.)

The Technical Proposal and Cost Proposal must be clearly labeled "FPDMIS Services Technical Proposal" and "FPDMIS Services Cost Proposal" and should be in two distinct parts, separately sealed, and identified. No cost information should be included in the technical proposal.

No proposals will be accepted by fax or electronic mail.

All proposals must be received by close of business on March 2, 2012 5:00 pm. No proposals will be accepted after that time. All proposals **should be clearly marked** must be mailed or delivered to:

New York State Department of Health
Bureau of Maternal and Child Health
GNARESP
Corning Tower - Room 1805
Albany, NY 12237- 0621

Attention: Nicole Moshier
Submitted by: [Your company name]

It is the bidders' responsibility to see that bids are delivered to Room 1805 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 1805 will not be considered.

1. The Bid Form must be filled out in its entirety.
2. The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
3. All evidence and documentation requested under Section D, Proposal Requirements must be provided at the time the proposal is submitted.

5. Bidders' Conference

a. Non-mandatory Letter of Intent to Bid

A Letter of Intent to Bid will be used as part of the proposal process for this RFP and is due with the Bidder's Conference registration by February 17, 2012.

Bidders submitting a non-mandatory letter of intent will have available to them questions and responses and any updates or modifications to the RFP. Responses to written questions and any updates/modifications to this RFP will be provided to all prospective bidders responding to this RFP and will be posted on the Department's Web site (<http://www.health.state.ny.us>).

b. Non-Mandatory Bidders' Conference Call

A non-mandatory bidders' conference will be held via conference call on February 24, 2012. The NYSDOH requests that potential bidders register for this conference call by completing the form in Attachment 7 – Letter of Intent to Bid and Bidder's Conference by February 17, 2012 to insure that adequate accommodations are made for the number of prospective callers. Bidders that submit Attachment 7 will be notified about how to participate in the bidders' conference call.

Responses to written questions, questions arising from the bidders' conference and any updates or modifications to this RFP will be made available on the DOH public Web site.

6. The Department of Health reserves the right to:

- a. Reject any or all proposals received in response to the RFP;
- b. Withdraw the RFP at any time, at the agency's sole discretion;
- c. Make an award under the RFP in whole or in part;
- d. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;

- e. Seek clarifications and revisions of proposals;
- f. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- g. Prior to the **bid opening**, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- h. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
- i. Change any of the scheduled dates;
- j. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- k. Waive any requirements that are not material;
- l. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
- m. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
- n. Utilize any and all ideas submitted in the proposals received;
- o. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
- 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 an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

7. Mandatory Proposal Requirements

The DOH will accept proposals only from qualified bidders and will consider for evaluation and selection purposes only those proposals that it determines to be in compliance with the requirements set forth in this Section.

8. Timely Submission

The entire submission, composed of both the Cost Proposal and the Technical Proposal, must be received no later than March 2, 2012 5:00 pm. Any proposals received in response to this RFP after the close of business on the proposal due date will not be accepted by the NYSDOH.

9. Binding of Proposals

The Technical and Cost Proposals must be separately bound. The official name of the organization and the name of the program must appear on the outside front cover of

each copy of the bidder's Technical and Cost Proposals.

10. Required Content of Proposal

The Technical Proposal and Cost Proposal each must substantially comply with the content requirements set forth in this RFP. NYSDOH will not review any proposals that are incomplete or that do not comply with the requirements set forth in this RFP.

11. Disclosure of Proposal Contents

All materials submitted in response to this RFP shall become the property of NYSDOH and may be returned to the bidder at the sole discretion of NYSDOH. Proposals may be reviewed by any staff person, other than one associated with a competing bidder designated by NYSDOH. Bidders may anticipate that proposals will be reviewed by at least 3 staff of the NYSDOH.

12. Qualified Bidder

Proposals must be submitted by qualified bidders only. Any Proposal received from a bidder deemed by the NYSDOH not to be a qualified bidder will be removed from consideration. To establish itself as a qualified bidder for purposes of this RFP, the bidder must satisfy the following prerequisites:

- The bidder must possess the legal capacity to enter into a contract with the New York State Department of Health, and;
- The bidder has at least three years experience in developing, implementing, and operating large-scale, statewide data management and information systems;
- Bidders are hereby notified that if their principal place of business is located in a foreign or domestic jurisdiction that penalizes New York State bidders, and if the goods or services they offer would be produced or performed substantially outside New York State, the [Omnibus Procurement Act](#) of 1994 (see Attachment 29) and its 2000 amendments require that they be denied contracts which they otherwise could obtain.

A current list of jurisdictions subject to this provision is available from the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, NY 12205.

13. Bidder's Assurances

The Technical Proposal must include Bidder's Assurances (Attachment 23) signed by an official authorized to bind the bidder to the terms and conditions of the RFP and the bidder's proposals.

Any proposal that does not include the requisite Bidder's Assurances shall not be accepted by DOH.

14. Formatting Requirements and Submission Requirements

The Technical Proposal and Cost Proposal each must comply with the following formatting requirements:

- The bidder must submit one (1) original and separate Technical and Cost Proposal, and five (5) copies of the proposal for both the Technical and Cost Proposal sections.
- The original Technical and original Cost Proposals each must be marked “ORIGINAL” and contain a cover sheet (Attachments 10 & 11);
- The original Technical proposal must be accompanied by Bidder’s Assurances (Attachment 23) with an original signature of an official authorized to bind the bidder to its provisions.

15. Modification of Program Services

The following language relevant to modifications of program services and related reimbursement will pertain to any contractual agreement between the NYSDOH and a successful bidder:

“In the event that laws or regulations enacted by the federal government and/or State of New York have an impact upon the conduct of this Agreement in such a manner that the DOH determines that any design elements or requirements of the Agreement must be revised, the DOH shall notify the contractor of any such revisions and shall provide the contractor with a reasonable time within which to implement such revisions.

To the extent that any of the events as set forth in this Section shall take place and constitute a material and substantial change in the delivery of services which the contractor is required to perform or deliver under the Agreement, the contractor may submit a written request to the DOH to initiate a review of reimbursement the contractor receives for services provided under terms of this Agreement, accompanied by appropriate documentation as may be required by DOH. DOH reserves the rights to review such a request within a reasonable period of time, and in its sole discretion, make a written determination as to whether such request shall be approved or rejected. Should the DOH approve the contractor’s request to modify the reimbursement, such approval is subject to written amendment and approval by the Office of the State Comptroller.”

16. Confidentiality

The following language relevant to confidentiality will pertain to any contractual agreement between the NYSDOH and a successful bidder:

“All information related to this Agreement is confidential and shall be used by the contractor solely for the purpose of carrying out its obligations under the Agreement, for measuring the performance of the contractor in accordance with the performance

guarantees of this Agreement, and for the purpose of auditing the contractor's performance under this Agreement. The contractor shall protect the confidentiality of any information or data collected during the course of implementing activities related to this Agreement. The contractor, its officers, employees, agents, consultants and/or any subcontractors agree to comply, during the performance of this Agreement, with all applicable federal HIPAA and State privacy, security and confidentiality statutes, including but not limited to the [Personal Privacy Law \(New York Public Officer's Law Article 6-A, as amended\)](#), and its implementing regulations, policies and requirements, for all material and information obtained by the contractor through its performance under this Agreement.

The contractor shall be responsible for assuring that any agreement between the contractor and any of its officers, employees, agents, consultants and/or subcontractors contains a provision which strictly conforms to the provisions of this section."

17. Subcontracting

The Technical Proposal must include a statement describing all subcontractors, if any, that the bidder will be subcontracting with to provide any of the services required under this RFP, and a brief description of the services to be provided by each subcontractor. Include a description of any current relationships with such subcontractor(s) and provide a list of clients that the bidder and subcontractor are currently servicing under a formal legal agreement or arrangement and the date when such services began. Indicate whether or not, on the date of your proposal, a subcontract has been executed between you (the bidder) and such subcontractors for services to be provided by such subcontractor relating to this RFP. Subcontracting shall not be permitted except by prior written approval and knowledge of the NYSDOH. In those cases where an executed subcontract does not exist as of the date of your proposal, indicate when the subcontract will be finalized to perform the services set forth in the proposal in compliance with the RFP assuming you are selected from this RFP, and your subcontract is approved.

18. Bidder Information / References

Bidders must complete a "Contractor Disclosure of Contacts" form for each individual entity they have retained, employed or designated to influence the procurement process. This form also must be completed for all references provided. This is located on the Bid Form. (Attachment 8).

New York State Procurement Law requires that state agencies award contracts only to [responsible vendors](#). Attachment 25 contains the "Vendor Responsibility Questionnaire" that all bidders must complete and submit with their proposal. In addition to the questionnaire, bidders are required to provide the following with their proposal:

- Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- Department of State Registration

- Certificate of Article of Incorporation
- List of Business References (see below).

Failure to complete and submit these forms may result in a determination of non-responsiveness and disqualification of the proposal.

In addition, each bidder must append a list, for purpose of reference checks, of three current and three former clients for which the bidder is supplying or has supplied services similar to those required in this RFP. The list must include a name, address and telephone number for someone in that agency with sufficient authority to provide information and references to DOH, and a brief description of the data management system. DOH reserves the right to visit or contact any and all of the references.

The completed forms, annual external audit, and the aforementioned references must be included in the Technical Proposal.

19. Payment

If awarded a contract, the contractor shall submit invoices and/or vouchers to the Department of Health at:

Bureau of Maternal and Child Health Administration Unit
NYS Department of Health
GNARESP Corning Tower Building
Corning Tower, Room 878
Empire State Plaza
Albany, New York 12237-0657
518-474-4569

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 Web site at:

<http://www.osc.state.ny.us/epay/index.htm>

by email at: epunit@osc.state.ny.us or by telephone at 518-474-6019.

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

Payment terms will be:

The contractor will invoice DOH on a monthly basis for total FPP and IPP records processed, separately denoting those accepted and rejected, and for applicable administrative fees (as detailed in Section E.4). The monthly invoice should be accompanied by a brief report showing the numbers of records processed for each agency participating in the FPP. These numbers should directly coincide with the information provided to the NYSDOH in the required monthly data processing reports as described in Section C.1.e. of this RFP. All invoices must be submitted within 30 days from the end of each month, and will only be payable if compliance with data reporting requirements is met. Payment will coincide with posting of the Monthly Management Reports. Payment of such invoices by the DOH shall be made in accordance with [Article 11-A of the New York State Finance Law](#). In no case will payment be authorized prior to receipt of all required reports.

20. Term of Contract

This agreement shall be effective upon approval of the NYS office of the State Comptroller. The contract shall begin on or about July 1, 2012 and continue for five years. 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.

21. Notification of Award

A proposal award notification letter will be sent to the successful bidder indicating a conditional award subject to successful contract negotiations. The remaining bidders will be notified of the conditional award and the possibility that failed negotiations could result in an alternative award.

22. Debriefing

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the

bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than ten (10) business days from date of award or non-

award announcement.

23. Protest Procedures

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

24. [Vendor Responsibility Questionnaire](#)

See attachment 25

New York State Finance Law requires that state agencies award contracts only to responsible vendors. ([See SFL Article 9 §139 \(k\)](#)) 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 Web site <http://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 24).

25. [State Consultant Services Reporting](#)

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

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

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

Both of these forms are included as [Attachments](#) 21 to this document.

26. [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 Web site;
- f. requires the timely disclosure of accurate and complete information from offerer 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.

27. [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.

28. [Information Security Breach and Notification Act](#)

[Section 208 of the State Technology Law \(STT\)](#) 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/>

29. [New York State Tax Law Article 1 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 New York State Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD attached hereto. [See Attachment 20](#). Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

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

30. Piggybacking / Joint Purchases

[New York State Finance Law section 163\(10\)\(f\)](#) (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.

31. M/WBE Utilization Plan for Subcontracting and Purchasing

The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from an M/WBE. The amount must be stated in

total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan ([Attachment 22](#)) 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.

32. Non-Collusive Bidding Certification (Reference: State [Finance Law Section 139-d](#) and [Appendix A, Clause 7](#) of this RFA).

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

1. The prices in this proposal 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 Contractor or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to opening, directly or indirectly, to any other Contractor or to any competitor; and;
3. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

33. Vendor Responsibility Profile – Attachment 25 will be filled out and filed by the NYSDOH.

F. List of Appendices

The following will be incorporated as appendices into any contracts 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 and Budget - The Bidder's Proposal (if selected for award), including any Bid Forms and all Proposal requirements.

[APPENDIX D](#) – General Specifications

APPENDIX E - Workers' Compensation and Disability

[Workers Compensation Board Common Forms](#)

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.

Employers must obtain this form from their private insurance carrier.

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,

Board-approved self-insurers must obtain this form from Board's Self-Insurance Office.

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 I](#) - Medicaid Confidential Data / Protected Health Information

[Appendix X](#) – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

[Certification Appendix](#) – See Attachment 26

G. List of Attachments

ATTACHMENT 1-DATA SUBMISSION SPECIFICATIONS

- A. Clinic Visit Record (CVR)**
 - 1. New York State Family Planning Encounter Data Entry Form – Clinic Visit Record (CVR)
 - 2. CVR Data Dictionary – New York CVR Specifications
 - 3. New York Family Planning CVR Code Values
 - 4. CVR Error Message Master File List

- B. Infertility Prevention Project (IPP)**
 - 1. IPP Data File Specifications
 - 2. IPP Fatal Edits

ATTACHMENT 2 - DESCRIPTIVE SUMMARY OF REQUIRED REPORTS

- A. Monthly Data Processing Reports to All Agencies and/or NYSDOH**
- B. Client Listings Requestable by Agency**
- C. Quarterly and Annual Management Reports to Agencies and/or NYSDOH**
- D. Family Planning Program Federal Reports**
- E. FPP Family Planning Extension Program (FPEP) Quarterly Reports to All Agencies and/or NYSDOH**
- F. FPP Annual Performance Reports to All Agencies and/or NYSDOH**
- G. Infertility Prevention Project (IPP) Reports**
- H. Ad Hoc Web Site Reporting Capability**

ATTACHMENT 3 - NYSDOH ACCOUNT MANAGEMENT AND ACCESS CONTROL POLICIES AND PROCEDURES

ATTACHMENT 4 - DOH SECURITY & NETWORK CONFIGURATION POLICY

ATTACHMENT 5 - FAMILY PLANNING DMIS SERVICES WORK PLAN

ATTACHMENT 6 - KEY FAMILY PLANNING DMIS SERVICES STAFF FORM

ATTACHMENT 7 - LETTER OF INTENT TO BID AND BIDDER'S CONFERENCE REGISTRATION

ATTACHMENT 8 - BID FORM

ATTACHMENT 9 - NO-BID FORM

ATTACHMENT 10 - TECHNICAL PROPOSAL COVER SHEET

ATTACHMENT 11 - COST PROPOSAL COVER SHEET

ATTACHMENT 12 - COST PROPOSAL BID FORM

ATTACHMENT 13-APPENDIX A

Agency Specific Clauses for All Department of Health Contracts

ATTACHMENT 14-APPENDIX D

General Specifications

ATTACHMENT 15-APPENDIX G

Notices

ATTACHMENT 16-APPENDIX H

Federal Health Insurance Portability and Accountability Act (“HIPAA”)

ATTACHMENT 17-APPENDIX I

Medicaid Confidential Data / Protected Health Information

ATTACHMENT 18-APPENDIX X

Modification Agreement Form

ATTACHMENT 19 - INFORMATION SECURITY BREACH AND NOTIFICATION ACT

ATTACHMENT 20

New York State Tax Law Section 5-a

Contractor Certification to Covered Agency

ATTACHMENT 21 - STATE CONSULTANT SERVICES

ATTACHMENT 22 - M/WBE PROCUREMENT FORMS

ATTACHMENT 23 - BIDDER’S ASSURANCES

ATTACHMENT 24 - VENDOR RESPONSIBILITY ATTESTATION

ATTACHMENT 25 - VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT 26 - CERTIFICATION APPENDIX

ATTACHMENT 27 - OMNIBUS PROCUREMENT ACT

ATTACHMENT 28 - LAWS OF NEW YORK

ATTACHMENT 29 - BIDDER'S CHECKLIST

Attachment 1

Data Submission Specifications

- A. Clinic Visit Record (CVR)
 - 1. New York State Family Planning Encounter Data Entry Form - Clinic Visit Record (CVR)
 - 2. CVR Data Dictionary – New York CVR Specifications
 - 3. New York Family Planning CVR Code Values
 - 4. CVR Error Message Master File List

- B. Infertility Prevention Project (IPP)
 - 1. IPP Data File Specifications
 - 2. IPP Fatal Edits

NEW YORK FAMILY PLANNING ENCOUNTER FORM

COMPLETE AT FIRST VISIT, UPDATE FOR CHANGES AND AT ANNUAL EXAM

CLINIC NO. _____

CLIENT NUMBER _____ DATE OF BIRTH _____ 19__ SEX F M CONTACT STATUS _____

NAME _____ PHONE _____ COUNTY _____
LAST FIRST M.I.

ADDRESS _____ CITY _____ ST _____ ZIP _____

MONTHLY INCOME _____ FAMILY SIZE _____

PREGNANCIES _____ BIRTHS _____ ANOTHER SOURCE OF HEALTHCARE Y N MEDICAID NO. _____ (optional)

COMPLETE AT FIRST VISIT ONLY

STUDENT STATUS

RACE (check all applicable) 1. White 2. Black / Afr. American 3. American Indian 4. Alaskan Native 5. Asian 6. Other 7. Pacific Islander / Hawaiian Native

Full Time Part Time No Highest Grade Completed _____

HISPANIC Yes No BILINGUAL STAFF / INTERPRETER NEEDED Yes No

COMPLETE AT EACH VISIT

3. VISIT DATE _____ 20__

8. PURPOSE OF VISIT (Check One)
 1-Initial Medical Exam 2-Annual Medical Exam 3-Method Check/Maintenance 4-Counseling 5-Pregnancy Test 6-Medical Problem/Follow-up

5. ASSIGNED CHARGE CATEGORY (Check One)
 01 - No Charge 02 - Title XIX (Medicaid) 08 - Title XIX (Medicaid Managed Care) 09 - Title XIX (Medicaid 24 Mo. Ext.) and Last Preg. Ended 10 - Family Planning Benefit Program 04 - Private Insurance 05 - Full Fee (100% of Scale) 06 - Partial Fee 07 - Other

5A. IF PRIVATE INSURANCE, IS PRIMARY CARE COVERED?
 Yes No

9. CONTRACEPTIVE METHODS (Two May Be Coded)
 02 - Oral 18 - Vaginal Ring 19 - Sponge
 21 - Oral - Extend. Cycle 04 - Diaphragm 20 - Abstinence
 14 - Hormonal Inj. - 3 mo. 05- Condom 13 - Cervical cap
 16 - Hormonal Inj. - 1 mo. 06 - Spermicide 15. Female Condom
 11 - Implant 08 - NFP / FAM 01. Sterilization
 03 - IUD 09. Other
 17 - Hormonal Patch 10. None
 Prior to A. This Visit _____ After B. This Visit _____

9C. IF NONE, GIVE REASON: 1 - Pregnancy 2 - Infertility 3 - Seeking Pregnancy 4 - Other Medical Reasons 5 - Relying on Female Method 6 - Other 7 - Not Sexually Active 8 - Vasectomy 9 - Condom 10 - Relying on Male Method

10. REFERRED FOR NON-FAMILY PLANNING SERVICES (Check All Applicable)
 1 - Pregnancy 2 - Sterilization 3 - Infertility 4 - Medical Problem/Follow-up 5 - CBE F/U 6 - Primary Care 9 - Other

11F. PROVIDER OF MEDICAL SERVICES (Check All Applicable)
 1 - Physician 2 - PA / NP / CNM 3 - Other Clinician 4 - Non-Clinician

12B. PROVIDER OF COUNSELING SERVICES (Check All Applicable)
 1 - Physician 2 - PA / NP / CNM 3 - Other Clinician 4 - Non-Clinician

VISIT CODES _____ OTHER INS. _____

NEXT EXAM DATE _____ AMOUNT PAID _____

11A. MEDICAL SERVICES PROVIDED (Check All Applicable)

Exam Procedures	Lab Services
<input type="checkbox"/> 01-Procedures 2 thru 10	<input type="checkbox"/> 31-Hgb / Hct
<input type="checkbox"/> 02-Pap Smear	<input type="checkbox"/> 32-Urine Dipstick
<input type="checkbox"/> 03-Blood Pressure	<input type="checkbox"/> 33-Urinalysis
<input type="checkbox"/> 04-Hgt./Wgt.	<input type="checkbox"/> 34-Urine Culture
<input type="checkbox"/> 05-Thyroid Palp.	<input type="checkbox"/> 35-Repeat Pap Smear
<input type="checkbox"/> 06-Heart/Lung Ausc.	<input type="checkbox"/> 38-Wet Mount/ Gram Stain
<input type="checkbox"/> 07-Breast Exam	<input type="checkbox"/> 40-Rubella Screen
<input type="checkbox"/> 08-Abdominal Palp.	<input type="checkbox"/> 42-Sickle Cell Screen
<input type="checkbox"/> 09-Extremities	<input type="checkbox"/> 44-Other Lab
<input type="checkbox"/> 10-Bimanual Pelvic	

12A. COUNSELING SERVICES PROVIDED (Check All Applicable)

<input type="checkbox"/> 01-Contraceptive	<input type="checkbox"/> 06-WIC	<input type="checkbox"/> 12 - Breast Self Exam
<input type="checkbox"/> 02-Sterilization	<input type="checkbox"/> 09-STD	<input type="checkbox"/> 07 - Other
<input type="checkbox"/> 03-Infertility	<input type="checkbox"/> 10-Preconception	
<input type="checkbox"/> 04-Nutrition	<input type="checkbox"/> 11-Abstinence/ Abstinence Skills	
<input type="checkbox"/> 05-Pregnancy		

11B. PREGNANCY TEST

1 - Negative 2 - Positive
 IF POSITIVE, WAS PREGNANCY
 1 - Desired Now 2 - Desired Sooner 3 - Desired Later
 4 - Not Desired 5 - Unknown

11C. STD SERVICES (Check All Applicable)

<input type="checkbox"/> 01 - Gonorrhea Test	<input type="checkbox"/> 02 - Gonorrhea Treatment
<input type="checkbox"/> 03 - Syphilis Test	<input type="checkbox"/> 04 - Syphilis Treatment
<input type="checkbox"/> 05 - Herpes Diagnosis	<input type="checkbox"/> 06 - Herpes Treatment
<input type="checkbox"/> 07 - HPV Diagnosis	<input type="checkbox"/> 08 - HPV Treatment
<input type="checkbox"/> 09 - Chlamydia Test	<input type="checkbox"/> 10 - Chlamydia Treatment

11E. HIV COUNSELING AND TESTING

1. Pretest Counseling	<input type="checkbox"/> 1 - Yes	<input type="checkbox"/> 2 - No
2. HIV Test	<input type="checkbox"/> 1 - Yes	<input type="checkbox"/> 2 - No
3. HIV Test Result	<input type="checkbox"/> 1 - Positive	<input type="checkbox"/> 2 - Neg. /Inconcl.
4. Post Test Counseling	<input type="checkbox"/> 1 - Yes	<input type="checkbox"/> 2 - No

AGENCY USE

	Clinic	Project	State	Clinic	Project	State
a.				d.		
b.				e.		
c.				f.		

Attachment 1.A.2
CVR Data Dictionary
New York CVR Specifications
1/1/2009

Field Description (CVR Item #)	Format	Justify	Length	Record Position	Field Changes for Version
Site/Clinic Number	Numeric	Right	7	001-007	
Client Number	Numeric	Right	9	008-016	
Date of Visit, CCYYMMDD (Item 3)	Numeric	Right	8	017-024	
Purpose of Visit	Alphanumeric	Left	1	025-025	–
Date of Birth, CCYYMMDD	Numeric	Right	8	026-033	
Medical Services Provided (Item 11A)	Alphanumeric	Left	40	034-073	Yes
Provider of Medical Services (Item 11F)	Alphanumeric	Left	4	074-077	
Counseling Services Provided (Item 12A)	Alphanumeric	Left	20	078-097	
Provider of Counseling Services (Item 12B)	Alphanumeric	Left	4	098-101	
Beginning Contraceptive Method (Item 9A)	Alphanumeric	Left	4	102-105	
Ending Contraceptive Methods (Item 9B)	Alphanumeric	Left	4	106-109	
Reason for No Method (Item 9C)	Alphanumeric	Left	1	110-110	
Pregnancy Test (Item 11B)	Alphanumeric	Left	1	111-111	
If Positive (Item 11B)	Alphanumeric	Left	1	112-112	
Referred for Non-Family Planning Services (Item 10)	Alphanumeric	Left	10	113-122	Yes
Interpreter Needed	Alphanumeric	Left	1	123-123	
STD Services (Item 11C)	Alphanumeric	Left	20	124-143	
Race	Alphanumeric	Left	7	144-150	
Insurance Coverage	Alphanumeric	Left	1	151-151	
Ahlers Internal Use	Alphanumeric	Left	6	152-157	
HIV Pretest Counseling (Item 11E)	Alphanumeric	Left	1	158-158	
HIV Test (Item 11E)	Alphanumeric	Left	1	159-159	
HIV Test Result (Item 11E)	Alphanumeric	Left	1	160-160	
HIV Post Test Counseling (Item 11E)	Alphanumeric	Left	1	161-161	
Number of Times Pregnant	Numeric	Right	2	162-163	
Number of Births	Numeric	Right	2	164-165	
Monthly Family Income	Numeric	Right	6	166-171	
Number Supported b/Income	Numeric	Right	2	172-173	
Zip Code	Numeric	Right	5	174-178	
Ahlers Internal Use	Alphanumeric	Left	1	179-179	–
Ethnicity	Alphanumeric	Left	1	180-180	
Gender	Alphanumeric	Left	1	181-181	
Highest Grade Completed	Numeric	Right	2	182-183	
Student Status	Alphanumeric	Left	1	184-184	
County of Residence	Numeric	Right	2	185-186	

Field Description	Format	Justify	Length	Record Position	Field Changes
**Agency Use Row A	Numeric	Right	12	187-198	
**Agency Use Row B	Numeric	Right	12	199-210	
**Agency Use Row C	Numeric	Right	12	211-222	
**Agency Use Row D	Numeric	Right	12	223-234	
**Agency Use Row E	Numeric	Right	12	235-246	
**Agency Use Row F	Numeric	Right	12	247-258	
Census Tract	Numeric	Right	5	259-263	
Other Source of Healthcare	Numeric	Right	1	264-264	
Medicaid Recipient Number	Alphanumeric	Left	11	265-275	
Amount Other Ins. Paid	Numeric	Right	5	276-280	
Other Insurance	Alphanumeric	Left	2	281-282	
FPEP Last PG Ended, CYM (Item 5, Box 9)	Numeric	Right	6	283-288	
Version Code	Alphanumeric	Left	8	289-296	--
Ahlers Internal Use	Alphanumeric	Left	2	297-298	--
Assigned Charge Category (Item5)	Alphanumeric	Left	2	299-300	--

--Agency Use Rows A-F are each comprised of six two-digit Numeric Fields.

All Alphanumeric Fields are Left-Justified and Blank Filled Unless Otherwise Specified.

All Numeric Fields are Right-Justified and Zero-Filled Unless Otherwise Specified.

All Fields Must be Completed on each record, according to Format.

Please See Attachment A for Submitting CVR Items 9 (Contraceptive Methods) and 11A (Medical Services Provided).

Attachment 1.A.3
New York Family Planning CVR Code Values
1/1/2009

CVR Field Description	Valid Codes for Each Field
Site/Clinic Number	Unique Clinic ID Number
Client Number	Nine-Digit Number used to identify the Client
Date of Visit, CCYYMMDD	Self-Explanatory
Purpose of Visit	Values 1, 2, 3, 4, 5 or 6
Date of Birth, CCYYMMDD	Self-Explanatory
Medical Services Provided (see Attachment A for coding instructions)	Values of 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 20, 22, 26, 28, 29, 30, 31, 32, 33, 34, 37, 39, 41, 43, 45, 46, 47 or 48
Provider of Medical Services	Values of 1, 2, 3, 4
Counseling Services Provided	Values of 01,02,03,04,05,06,07 and 12
Provider of Counseling Services	Values of 1, 2, 3, 4
Beginning Contraceptive Method (see Attachment A for coding instructions)	Values 01, 02, 03, 04, 05, 06, 08, 09, 10, 11, 13 14, 15, 16, 17, 18, 19, 20, 21
Ending Contraceptive Method (see Attachment A for coding instructions)	Values 01, 02, 03, 04, 05, 06, 08, 09, 10, 11, 13 14, 15, 16, 17, 18, 19, 20, 21
Reason for No Method	Values 1, 2, 3, 4, 5, 6, 7, 8, 9 or Blank
Pregnancy Test	Values 1, 2, or Blank
If Positive	Values 1,2,3,4,5, or Blank
Referred for Non-Family Planning Services	Values 01, 02, 03, 04, 05, 06, 09, or Blank
Interpreter Needed	Values 1 or 2 1=YES 2=NO
STD Services	Values 01, 02, 03, 04, 05, 06, 07, 08, 09, 10 or Blank
Race	Values 1, 2, 3, 4, 5, 6 or 7
Insurance Coverage	Values 1, 2 or Blank 1=YES 2=NO
Ahlers Internal Use	Blank
HIV Pretest Counseling	Values 1, 2, or Blank
HIV Test	Values 1, 2, or Blank
HIV Test Result	Values 1, 2, or Blank
HIV Post Test Counseling	Values 1, 2, or Blank
Number of Times Pregnant	Number of Times or Zero Fill
Number of Births	Number of Times or Zero Fill
Monthly Family Income	Self-Explanatory
Number of People Supported by Income	Self-Explanatory
Zip Code	Self-Explanatory
Ahlers Internal Use	Blank
Ethnicity	Values 1 or 2 1=YES 2=NO
Gender	Values 1 or 2 1=Female 2=Male
Highest Grade Completed	00-16
Student Status	Values 1, 2, 3, or Blank
County of Residence	Values of 01-62 and 80-89
Agency Use Rows A-F	Your Unique Coding or Zero-Fill
Census Tract	Optional or Zero-Fill
Other Source of Healthcare	Values 1, 2, or Zero
Medicaid Recipient Number	Actual Number or Blank Fill
Amount Other Insurance Paid	Optional or Zero-Fill
Other Insurance	2 Digit Medicaid Code or Blank
FPEP Last PG Ended, CCYYMM	Date or Zero Fill
Version Code	Value 20090101
Ahlers Internal Use	Blank
Assigned Charge Category (Source of Payment)	01, 02, 04, 05, 06, 07, 08, 09, 10

Attachment 1.A.4
CVR Error Message Master File List

Error ID	Error Description	CVR Section
1050	Version NBR is Missing or Invalid	
1051	Clinic Number Invalid	Clinic No.
1052	Project is Invalid for This Clinic	Clinic No.
2050	Patient Number Missing/Invalid	Client Number
3050	Date Missing or Invalid	
3051	Date of Visit Over 12 Months Old	Visit Date
3052	Date of Visit is a Future Date	Visit Date
4050	Date of Birth Missing/Invalid	Date of Birth
4051	Date of Birth is a Future Date	Date of Birth
4052	Date of Birth Does not Match Master Record	Date of Birth
4054	Client's Age is Less Than 10 Years	Date of Birth
5050	Source of Pay Missing or Invalid	5
5052	Last Pregnancy More Than 26 Months Ago	5-09, date
5053	SOP Equals '9' but Date is Blank or Invalid	5-09-date
5054	Date is Not Blank But SOP is Not 9	
5055	Private Insurance Missing/Invalid	5A
5056	SOP 9 Preg Date is Greater Than the Visit Date	5-09-date, Visit date
5057	SOP 9 and Gender is a Male	5-09, Sex
6050	Highest Grade Missing/Invalid	Highest Grade
8050	Visit Already on File for Transaction	
8051	Maintenance Doesn't Match Prior Visit	
8052	Client Maintenance Doesn't Match Master	
8054	Purpose of Visit Missing/Invalid	8
9150	Contraceptive Method Missing/Invalid	9
9151	Male Client has Female Contraceptive	9
9152	Female has Male Contraceptive	9?
9153	Sterilization for Patient Under 21	9-01, Date of birth
9250	Reason for No Method Missing or Invalid	9C
10150	Referred Elsewhere Invalid	
11150	Medical Services Invalid	11A
11151	Male Client has Female STD Services	11C
11152	Positive Pregnancy Test, Reason Invalid	11B-2
11153	STD Services Invalid	11C

Error ID	Error Description	CVR Section
11156	Pregnancy Test Results Invalid	11B-2
11157	Reason for Results Invalid	11B
11158	STD Services Invalid	11C
11163	HIV Services Invalid	11E
11252	Medical Provider Missing or Invalid	11F
12150	Counseling Services Invalid	12A
12151	Male Client has Female Services Coded	11A
12152	Counseling Inconsistent W/Svcs. Or Method	12A, 11A, 9
12250	Counseling Providers Missing or Invalid	12B
13050	Gender Required	Sex
13052	Gender Code Invalid	Sex
13056	Gender Does Not Match Master File	Sex
14050	Race Required for Each Visit	Race
14052	Race Contains Invalid Data	Race
15050	Ethnicity Field Contains Invalid Data	Race
15051	Hispanic Field Required	Hispanic
16050	Zip Code Required	Zip
16051	SOP 9 but ZIP Code Invalid, Blank or 99	5-09, Zip
16052	Zip Code Contains Invalid Data	Zip
17050	County Code Required	County
17051	County Code not 01 – 62 for SOP '09'	County, 5
17052	County Code Contains Invalid Data	County
18050	Income Required	Monthly Income
18052	Income Contains Invalid Data	Monthly Income
18150	Family Size Required	Family Size
18251	Family Size Required	Family Size
18252	Family Size Contains Invalid Data	Family Size
19050	Pregnancy History Required	Pregnancies
19150	Pregnancy History Data Invalid	Pregnancies
19251	Number of Births Inconsistent	Births
20150	Source of Healthcare Field is Invalid	
20151	Student Status Contains Invalid Data	Student Status
22050	Medicaid Number Missing/Invalid	Medicaid Number (optional)
22051	Interpreter Contains Invalid Data	Bilingual Staff
22052	CPT Code is Missing/Invalid	
22053	Primary Diagnosis is Missing/Invalid	
22054	Attending/Performing NPI is Missing/Invalid	

Attachment 1.B.1
IPP Data File Specifications

IPP Data File Layout for Exporting to Data Vendor

<u>Variable</u>	<u>Position</u>	<u>Type</u>	<u>Code</u>	<u>Required?</u>
SITE	1 – 7	N	Clinic Number	N
PAT	8 – 16	N	Patient Number	N
STATEFIP	17 – 18	AN	State FIPS Code: 36	Y
CONTYFIP	19 – 21	AN	County FIPS	Y
ZIPCODE	22 – 26	AN	Zip Code – use 99999 for missing, 88888 for homeless, 77777 for out-of-state	Y
HCPT	27 – 28	AN	Provider Type – 1 - Family Planning	Y
HCPID	29 – 43	AN	Health Care Provider ID	Y
DOB	44 – 51	N	Patients Date of Birth – yyyy/mm/dd	Y
AGE	52 – 53	N	Patient Age	Y
SEX	54 – 54	AN	Sex 1 – Male 2 – Female 9 - Unknown	Y
AMIND	55 – 55	AN	American Indian or Alaskan Native 1 – Yes 0 – No	Y
ASIAN	56 – 56	AN	Asian 1 – Yes 0 – No	Y
BLACK	57 – 57	AN	Black or African American 1 – Yes 0 – No	Y
NAHAW	58 – 58	AN	Native Hawaiian or Other Pacific Islander 1 – Yes 0 – No	Y
WHITE	59 – 59	AN	White 1 – Yes 0 – No	Y
ORACE	60 – 60	AN	Other 1 – Yes 0 – No	Y
RACE_R			Client refused to report race 1 – Yes 0 – No	Y
RACE_U			Unknown/client could not specify 1 – Yes 0 – No	Y

HISPANIC	62 – 62	AN	Ethnicity 1 - Hispanic or Latino 2 – Not Hispanic or Latino 3 – Unknown/Not reported	Y
REASON	63 – 63	AN	Reason for Test – use other than 7 as available 01 - Routine Exam 02 - Symptoms/Signs' 03 – Contact to STD 04 - Screening Test 05 – Pregnancy Test 06 – Prenatal 07 – Contraceptive Services 08 – Test of Cure 09 - Other	N*
CHLTEST	64 – 64	AN	Tested for Chlamydia 1 – Yes 2 – No	N*
GONTEST	65 – 65	AN	Tested for Gonorrhea 1 – Yes 2 – No	N*
DATECOL	66 – 73	N	Date Specimen Collected - mm/dd/yyyy	Y
CTTSTTYP	74 – 75	AN	Chlamydia laboratory test type 1 – Gen-Probe APTIMA Combo 2 CT/GC 2 – BDProbeTec CT/GC 3 – Roche Amplicor CT/GC 4 – Gen-Probe APTIMA CT (single) 5 – Roche Amplicor CT (single) 6 – Digene Hybrid Capture 2 CT/GC DNA 7 – Gen-Probe APTIMA Ct (single) 8 – Roche AMPLICOR Ct (single) 9 – Roche COBAS Amplicor CT (single) 10 – Gen-Probe PACE 2 CT (single) 11 – Enzyme Immunoassay (EIA) 12 – Direct Florescent Assay (DFA) 13 – Culture 88-Other 99-Unknown	Y
GCTSTTYP			Gonorrhea laboratory test type 1 – Gen-Probe APTIMA Combo 2 CT/GC 2 – BDProbeTec CT/GC 3 – Roche Amplicor CT/GC 4 – Gen-Probe APTIMA CT (single) 5 – Roche Amplicor CT (single) 6 – Digene Hybrid Capture 2 CT/GC DNA 7 – Gen-Probe APTIMA Ct (single) 8 – Roche AMPLICOR Ct (single) 9 – Roche COBAS Amplicor CT (single) 10 – Gen-Probe PACE 2 CT (single) 11 – Enzyme Immunoassay (EIA) 12 – Direct Florescent Assay (DFA) 13 – Culture 88-Other 99-Unknown	Y**

TESTRSLT	76 – 76	AN	Chlamydia Test Result 1 – Negative 2 – Positive 3 – Indeterminate/Suspicious 4 – Unsatisfactory Sample 9 - Unknown	Y
GCRESULT	77 – 77	AN	Gonorrhea Test Result 1 – Negative 2 – Positive 3 – Indeterminate/Suspicious 4 – Unsatisfactory Sample 9 - Unknown	Y**
DATERCV	78 – 85	N	Date of laboratory test - mm/dd/yyyy	Y
SPECTYPE	86 – 86	AN	Specimen Type 1 – Endocervix 2 – Urethra 3 – Urine 4 – Rectum 5 – Other 6 – Vagina 7 – Oropharynx 99 - Unknown	Y
RISKHIST	87 – 88	AN	Risk History 1 – Multiple Partners last 90 days 2 – New Partner last 90 days 3 – STD in last year 4 – Other	N*
PREGNANT	89 – 89	AN	Pregnant at Time of Visit 1 – Yes 2 – No 3 – Unknown	N*
TREATED	90 – 90	AN	Presumptively Treated at Time of Visit 1 – Yes 2 – No 3 – Unknown	N*
CLINFIND	91 – 92	AN	Clinical Signs and Symptoms 1 – Friable Cervix 2 – Mucopurulence 3 – Cervical Motion Tenderness 4 – Pelvic Inflammatory Disease 5 – Cervicitis 6 – Urethritis 7 – Ectopy 8 – Other 9 - None	N*
CLIA #	93 – 104	AN	CLIA # (Clinical Laboratory ID)	Y

* If answered, values must be valid.

** Required if Gonorrhea Test was indicated

Attachment 1.B.2

IPP Fatal Edits

The following is a list of fatal edits that will cause automatic record rejection:

1. Duplicate record.
2. Clinic Number – Missing or invalid.
3. Patient Number – Missing.
4. State FIPS – Missing or not equal to 36.
5. County FIPS and Zip Code –
 - If County FIPS code is present, it must be valid.
 - If a valid County FIPS code is present, Zip Code is not required, but if included it must be valid.
 - If County FIPS code is not present, a valid Zip Code is required.
 - Valid Zip Code range is 100 – 149 (general) or 090 – 098 (military) for the first three digits, or 99999 for unknown or out of state.
6. Health Care Provider Type – Missing or invalid. Must indicate Family Planning.
7. Date of Birth –
 - Missing or invalid.
 - If the Date is equal to or greater than the Date Specimen Collected.
8. Age – If Age is less than 10 or greater than 54.
9. Sex – Missing or invalid.
10. Race –
 - Missing or invalid.
 - All 7 race categories indicated as 'no'.
11. Hispanic – Missing or invalid.
12. Reason for Test – Missing or invalid.
13. Chlamydia Test – Missing or invalid. This should always be 'yes'.
14. Gonorrhea Test – This field is not required, but if answered it must contain a valid answer.
15. Date Specimen Collected –
 - Missing or invalid.
 - If the Date is greater than the Date record is processed
16. Type of Test – Missing or invalid.
17. Chlamydia Test Result –
 - Missing or invalid.
 - Result without a Test.
18. Gonorrhea Test Result – If Gonorrhea Test is 'yes', then a Gonorrhea Result must be provided and valid..
19. Date Result Reported –
 - Missing or invalid.
 - If the Date is greater than the Date record is processed.
20. Specimen Type –
 - Missing or invalid.
 - If Sex is male and specimen is endocervix.

21. Risk History – This is not a required field, but if answered it must contain a valid code.
22. Pregnant –
- This is not a required field, but if answered it must contain a valid code.
 - Males cannot be coded with this response.
23. Presumptively Treated – This is not a required field, but if answered it must contain a valid code.
24. Clinical Findings –
- This is not a required field, but if answered it must contain a valid code.
 - When Sex is male only 'urethritis' and 'other/none' are valid codes.
25. CLIA Code – Missing.

Valid codes are listed in the Data File Layout section (above).

Attachment 2

Descriptive Summary of Required Reports

The following tables have been edited to remove patient and agency identifiers. Full versions of the tables with all identifiers will be made available to the successful bidder.

A. Monthly Data Processing Reports to All Agencies and/or NYSDOH (Attachments 2.A)

1. CVRs Processed Report – NYM 110

This report shows all CVRs processed for each clinic for each agency by purpose of visit. It is a summary of records received each month by purpose of visit, and total CVRs received, accepted and rejected. This report assists clinic staff to determine the number and accuracy of CVRs submitted each month. Statewide totals for all agencies appear at the bottom of the report.

2. CVR Error Listing – NYM 115

This report is generated and sent monthly to each clinic site. It includes client number, visit date, form, batch and sequence number, error number and description and the date of the client's last visit. The form, batch and sequence number allows the data bidder to easily locate the correct CVR.

3. Summary of CVR Errors – NYM 120

This summary gives a quick look at the error type that caused the rejection permitting quick assessment of training and review needed for completing CVRs. The error code identifies the CVR data collection form item number (e.g., code 0405 relates to Item 4 and response code 5 on the CVR.) Data is aggregated by clinic and agency. Statewide totals appear at the bottom of the report. Rejected CVR's are resubmitted by agencies after corrections are made to the CVR's.

4. Distribution of CVR Records by Month of Receipt and Month of Visit

This report is produced monthly and identifies newly submitted clinic visits that occurred during the current month and eleven previous months for each agency and NYS as a total.

B. Client Listings (by Agency Request)

1. Active Client Listing

The Active Client listing is produced upon provider request to indicate which clients remain on the computer file. The report includes client number, service site of most recent visit, birth date on file, date of last visit, type of visit, and sex of client. This report is produced only at the project's request.

2. Purged Client Listing

Purged Client Listings are produced upon provider request and are used to clean the computer files. If a client has not made a visit to the service site within the last 36 months, the record is purged from the computer file. It is suggested that the medical records for those clients be tagged or pulled from the files. If the client returns, s/he will be treated as "new" in the data system. This listing is produced only at the project's request. The contents and format for this report are the same as for the Active Client Listing.

C. Quarterly and Annual Management Reports to Agencies and/or NYSDOH

The Management Reports comprise a set of 17 sequentially numbered tables, with the exceptions of Tables 8 and 12, which have been replaced by IPP-related reports. Tables 15 and 16 are no longer produced. The Management Reports are further labeled as QL, AL, SL, or FL. The QL and AL labels distinguish the quarterly and annual agency-level versions respectively. SL connotes the state-level version and FL connotes the state fiscal year (SFY) version. Since the QL, AL, and SL versions of Tables 1 through 14 are formatted identically, only the SL version is provided in Attachments 2C. Reports 17 and 17A are available in AL only.

1. Tables QL/AL/SL-1

This report includes unduplicated clients and presents the total, new or continuing status and gender by assigned charge category, poverty, age, race and ethnicity.

2. Tables QL/AL/SL-1A

This report includes unduplicated clients and presents the total for each period (quarter/calendar year/state fiscal year/ever active), by new or continuing status, age, and type of visit, race, ethnicity and gender.

3. Tables QL/AL/SL-1B

This report includes visit counts and presents the total for each period by visit type.

4. Tables QL/AL/SL-2

This report includes unduplicated clients and presents a breakdown of age by period, continuing status, assigned charge category, poverty status, race/ethnicity and gender.

5. Tables QL/AL/SL-3, -3A, -3B, and -3C

Tables QL/AL/SL-3 show visit counts by visit type by period, assigned charge category, poverty level, age, race, and ethnicity for all clients. Tables QL/AL/SL-3A present the same information for new clients only.

Tables QL/AL/SL3B present client poverty level by assigned charge category for initial and annual visit clients, and Tables QL/AL/SL-3C display highest grade completed by student status for all clients.

6. Tables QL/AL/SL-4 and -4A

Tables QL/AL/SL-4 relate continuing status and age by contraceptive method and reason for no method. Tables QL/AL/SL-4A relate total number of times pregnant and total number of births.

The contraceptive method at end of last visit (CVR Item 9B) and the Reason for No Method (Item 9C) are both taken from the last visit of the year for annual reports. The total for Reason for No Method (Item 9C) should equal the total coded "10-None."

The data for Tables QL/AL/SL-4A are taken from CVR Item 19. Each cell indicates the frequency of pregnancies and births. For example, if the number under "2" on the line "Number of times pregnant" is 50, it means that 50 clients had two pregnancies.

7. Tables QL/AL/SL-5A

A cross-tabulation of unduplicated clients' county of residence by new or continuing status and client's age category is presented here.

8. Tables QL/AL/SL-6

These tables include visit type by period and counts of medical (CVR Item 11A), counseling (CVR Item 12A), and referral services (CVR Item 10) provided.

9. Tables QL/AL/SL-7

This report includes age by pregnancy test result, for clients receiving a pregnancy test, and intendedness of pregnancy for clients with positive pregnancy test result.

10. Tables QL/AL/SL-9 and QL/AL/SL-9A

Tables QL/AL/SL-9 include age by HIV pretest and posttest counseling and test result. Tables QL/AL/SL-9A describe visit type by HIV pretest and posttest counseling and test result.

11. Tables QL/AL/SL-10

These tables include visit type by STD Services.

12. Tables QL/AL/SL-11

Tables QL/AL/SL-11 include pregnancy test results and intendedness of pregnancy for unduplicated clients by period, assigned charge category, poverty level, age, race and ethnicity.

13. Tables QL/AL/SL-13

Tables QL/AL/SL-13 include unduplicated counts for HIV pretest and posttest counseling and HIV test result by period, assigned charge category, poverty level, age, race and ethnicity.

14. Tables QL/AL/SL-14

Tables QL/AL/SL-14 describes STD Services for all visits by period, assigned charge category, poverty level, age, race and ethnicity.

15. Tables AL-15 and AL-15A

Tables AL -15 describe Pregnancies Averted for adolescents and adults. Tables AL -15A show estimates of outcomes of averted pregnancies among adolescents and adults. These reports are available to agencies and the state at a calendar year's end only.

D. Federal Reports

Family Planning Annual Report (FPAR) – Tables 1-14

The Federal Office of Population Affairs (OPA) tables are required each year by the Department of Health and Human Services Bureau of Health Care Delivery and Assistance. These OPA tables include the unduplicated client count from Dec. 1 through Nov. 30 of the following year. Tables are numbered to correspond with those of the OPA Family Planning Annual Report (FPAR), and are produced at the statewide and agency level.

1. Family Planning Program Demographic Profile (Tables 1-3)

Table 1 relates unduplicated users by age and gender.

Table 2 relates unduplicated female users by race and ethnicity.

Table 3 relates unduplicated male users by race and ethnicity.

2. Economic and Social Profile (Tables 4-6)

Table 4 shows the number of users by poverty status. Poverty levels are calculated for users and are based on income and family size. Poverty levels are updated annually by DHHS and published in the Federal Register. The poverty level is multiplied by 1.5 to determine 150% of poverty level. Each user is counted once s/he received medical or counseling services during the reporting period.

Table 5 shows the number of users by principal health insurance coverage status.

Table 6 shows the number of users with limited English proficiency (LEP).

3. Gender-Specific Contraceptive Methods (Tables 7 and 8)

Table 7 describes the contraceptive method used by female clients by age.

Table 8 describes the contraceptive method used by male clients by age.

4. Selected Services Delivered During Family Planning Visits (Tables 9-12)

Tables 9 and 10 respectively show the number of pap smears and breast exams delivered to female clients during visits.

Table 11 shows the numbers of Chlamydia tests performed on all clients.

Table 12 shows the numbers of STD and HIV tests performed on all clients.

5. Family Planning Encounter Staffing Profile (Table 13)

Table 13 breaks down the number of FTEs and total family planning clinical and non-clinical encounters by provider staffing type. An **encounter** is defined as a face-to-face contact between a client and medical or other health provider who exercises independent judgment in the care and provision of health services related to contraception, infertility, or sterilization. Provider staffing type is captured by Items 11F and 12B of the CVR, and only one encounter is permitted per CVR, and it is attributed to the highest the highest level of care provided.

6. Revenue Report (Table 14)

Table 14 displays the funding sources and total revenue associated with providing comprehensive family planning services through the program. This report is generated at the NYSDOH.

E. Family Planning Extension Program (FPEP) Quarterly Reports to All Agencies and/or NYSDOH

There are 12 quarterly reports and 1 annual report for FPEP used in calculating Medicaid reimbursements for Family Planning Agencies and charge backs for County shares in NYS.

A set of FPEP reports summarizes 3 types of HIV counseling visits (pre-test with/without counseling and post-test for positive test results) as follows:

1. HIV COUNSELING SESSIONS BY COUNTY (NYHIV01)

This report shows by Agency by County total HIV counseling sessions and total costs by category of counseling session.

2. HIV CLIENT DETAIL REPORT (NYHIV01D)

The FPEP HIV Client Detail Report (NYHIV01D) is an agency-specific transaction listing of clinic number, patient ID, date of birth, date of visit, and date last pregnancy ended, and HIV counseling services for clients whose Assigned Charge Category was "24 Mo. Ext." on the CVR. This report is provided only to agencies on a quarterly basis.

3. FPEP- HIV COUNSELING - AGENCY REIMBURSEMENT AMOUNTS (NYHIV02)

The New York State FPEP HIV Agency Reimbursement Report (NYHIV02) summarizes the number of each type of HIV counseling visit from CVRs submitted in the preceding quarter for clients whose Assigned Charge Category was "24 Mo. Ext." on the CVR. Agency-specific reimbursements are calculated by counseling type and in total. This report is provided only to the NYSDOH.

4. HIV COUNSELING - COUNTY DISTRIBUTION AMOUNTS (NYHIV03)

HIV Counseling session costs are allocated back to the county at a 50% rate. This report summarizes total statewide counseling sessions by county, the counseling session costs and the county share of the costs.

5. FPEP- AGENCY REIMBURSEMENT AMOUNTS – Visits (NYFPEPR1)

This report summarizes each agencies reimbursement amount for family planning visits

6. FPEP - COUNTY REIMBURSEMENT AMOUNTS – Visits (NYFPEPR2)

This report summarizes the County reimbursement amounts for Family Planning visits based on the county where the client lives and number of visits provided.

7. FPEP- SUMMARY REPORT- Clients and Visits, Agency by County (NYFPEPR3)

The New York State FPEP Summary Report (NYFPEPR3) summarizes the number of clients and visits from CVRs submitted in the preceding quarter for clients whose Assigned Charge Category was "24 Mo. Ext." on the CVR. Clients and visits are summarized by clinic, agency, and county.

The Agency-specific Summary Report lists the number of clients and visits by client county of residence from CVRs submitted in the preceding quarter for clients whose Assigned Charge Category was "24 Mo. Ext. " on the CVR. This report is formatted identically to the New York State version, and is not shown.

8. FPEP- DETAIL REPORT – Visits (NYFPEPR4)

9. FPEP- IUD SUMMARY REPORT (NYFPEPR5)

10. FPEP- IUD DETAIL REPORT (NYFPEPR6)

11. FPEP- IMPLANT SUMMARY REPORT (NYFPEPR7)

12. FPEP- IMPLANT DETAIL REPORT (NYFPEPR8)

The Medicaid Extension Program Report provides agency-specific listings of transactions by clinic number, patient ID, date of birth, date of visit, and date last pregnancy ended for clients whose Assigned Charge Category was "24 Mo. Ext." on the CVR. This report is provided only to agencies on a quarterly basis.

There is one separate annual report for FPEP and Family Planning Benefit Program (FPBP).

13. The Unduplicated Count by FPEP and FPBP (Family Planning Benefit Program) (NYSPLSOPBB) is generated on an annual basis, and provides the client counts for the prior 2 year period. These figures are required for federal reporting.

F. Annual Performance Reports to All Agencies and/or NYSDOH

1. Program Summary Report

An annual, multi-page, program-wide report will provide frequencies for key client and visit indicators by agency. Key indicators will include age, race, income, source of payment, and types of service rendered. This report will assist state level staff to profile clients, monitor services, and identify potential reporting exceptions.

2. Annual Quality Improvement Report – (QIR)

This report consists of statewide and agency specific analyses of key indicators including: patient volume, demographics, income distributions, insurance categories, choice of contraceptive technologies, and HIV C&T rates, with regional and/or statewide FPP comparison data for both the current and prior year. This report can also be run on a monthly or quarterly basis and at the clinic level (see Attachment H).

3. Data Quality Report of Medical, STD, & Counseling Services and Referrals

This report provides site and agency-specific frequencies for key service indicators over 3 consecutive years. This report assists staff to monitor trends and identify potential reporting exceptions among the services rendered directly or referred for, and includes client and visit counts.

4. Performance Measure Reports

Twenty five performance measures / indicators are calculated from FPP data to assist State and agency management in determining level and ranking of their public health data with the overall goals of reducing unintended pregnancies, improving the health of families, and reducing health disparities among individuals living in NYS. Reports are created annually for each agency, region, and statewide.

G. Infertility Prevention Project (IPP) Reports

1. IPP Voucher Report

Lab Test Reports (LTR's) Processed Report IPM 110 (Current Year), 110A (Previous Year) - Quarterly

This quarterly printed report provides summary totals of LTR's submitted by agencies for reimbursement. Statewide totals are provided at the end of the report.

This report will indicate the number of records accepted, rejected, duplicated/corrected, and processed in total, and the related amount vouchered for by participating agency. This report will be produced and submitted along with quarterly vouchers for payment. This report assists clinic staff to determine the number and accuracy of IPP forms submitted each month.

2. IPP Error Listing

This report is generated and sent monthly to each clinic site. It includes client number, test date, form, batch and sequence number, error number and description and the date of the client's last test. The form, batch, and sequence number allows the data bidder to easily locate the correct IPP data entry record.

LTR Error Listing Detail – By agency & clinic - IPM 115

3. Summary of LTR Errors

This summary gives a quick look at the error type that caused a record rejection, permitting quick assessment of training and review needed for completing IPP forms. The error code identifies the IPP item number (e.g., code 0405 relates to Item 4 and response code 5 on the IPP form).

Summary of LTR Errors – IPM 120

This report is produced by agency and clinic. Statewide totals are provided at the end of the report.

4. IPP Data Quality Report

This report provides quarterly and annual overviews of the project in the form of frequencies of tests by patient demographics and other key elements. This report also provides a tally of missing or unknown data for non-core fields for which responses are not explicitly required by system edits.

5. Federal Positivity Report – Tables AL-1 thru Table AL-3

To comply with Federal Region II reporting requirements, this report will provide the count and percent of positive tests for Chlamydia and gonorrhea broken out by demographic categories. These aggregate reports per agency will be provided along with the quarterly data to the regional project coordinator.

Table AL-1 Demographic Characteristics of Females Screened for Chlamydia

Table AL- 2 Demographic Characteristics of Males Screened for Chlamydia

Table AL- 3 IPP Chlamydia Testing

H. Ad Hoc Web Site Reporting Capability

In addition to the set of preprogrammed family planning data reports that will be available as specified above, users at all levels will have the ability to generate additional reports using a variety of selection criteria and on an as needed basis. These reports will reflect the most current data received from agencies and updated on a monthly basis.

1. Client/Visit Quality Improvement Report – (QIR)

This report consists of statewide, agency, and clinic specific analyses of key indicators including: patient volume, demographics, income distributions, insurance categories, choice of contraceptive technologies, and HIV C&T rates, with regional and/or statewide FPP comparison data. This report can be generated for each indicator individually or for all of them at once. The time frame for the report can be specified and statistics will be shown for both the selected period and the comparable prior period. Further the report can be produced in either printer-ready format or in a download-ready Excel file format. This function can be used to produce the Annual Quality Improvement Complete Report described and shown in Attachment 2F2.

2. Customizable Reports

Additional customizable reporting on family planning visits and clients, specifiable by date range and gender, would allow selection criteria and cross-referencing for a variety of client and visit characteristics, including but not limited to medical and counseling services, visit type, source of payment, referrals, contraceptive methods, age, race, and poverty level. These reports will be available for generation at the clinic, agency, and statewide level. These reports will further provide users with the ability to graphically summarize data in bar graph and pie chart formats that are well-labeled and accessible for presentation purposes. Following are examples of the tabular and graphical formats to be made available on-line on an ad hoc basis.

Attachment 3

NYSDOH Account Management and Access Control Policies and Procedures

These will be based on the minimum policies, standards, and procedures found in the Federal HIPAA Security Regulation and the NYS Cyber Security Critical Infrastructure and Coordination (CSCIC) Information Security Policy P03-002, Information Security Policy (respectively accessible in .PDF format at the Centers for Medicare and Medicaid Services web address:

<http://www.cms.gov/HIPAAGenInfo/>

And the NYS CSCIC web address:

<http://www.cscic.state.ny.us/lib/policies/>

Any proposed practices for data access security must be modifiable as needed to conform to the NYSDOH Account Management and Access Control Policies and Procedures when finalized.

Attachment 4

DOH Security & Network Configuration Policy

1. INTRODUCTION

1.1.

All systems for the New York State Department of Health (NYSDOH) both internal and external must comply with the security requirements listed in this document.

Contractors and/or NYSDOH program area are required to work with the NYSDOH CISO (New York State Department of Health Chief Information Security Officer) to satisfy these requirements.

An acceptable Security Plan will be a mandatory project deliverable and must be completed prior to commencement of detailed application and systems development, unless otherwise approved by the NYSDOH CISO. The Security Plan must address the following components and be presented to the NYSDOH CISO for approval. The standard NYSDOH Security Plan template will be provided prior to commencement of the project.

Security Plan Components

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

For management and maintenance of existing systems, NYSDOH CISO-approved security may already be in place for many of the security components required. Addressing gaps in these requirements within existing components will be the responsibility of the NYSDOH program area unless otherwise specified. Contractors and/or NYSDOH program area will have the responsibility to ensure new components are in compliance with the security standards in this document, as applicable.

Each project may not need to provide mechanisms for every security component, particularly if the proposed system/solution will leverage existing NYSDOH systems. NYSDOH program area, working in conjunction with the NYSDOH CISO as necessary, may make known in any RFP or project description which requirements will be managed by NYSDOH outside the scope of this project. Project proposals should describe measures to address all security requirements in this document in

their Security Plan, as well as indicating which will be handled by NYSDOH program area and are therefore not applicable to the proposed solution.

For example, if a component of the systems network account management and authentication is accomplished using the NYSDOH Health Commerce System (HCS), which is a NYSDOH CISO-approved system, the network account management and authentication requirements are satisfied by NYSDOH and can be stated as such. If this is not the case a description of how authentication, along with how account management will be handled and what the approach will be regarding these requirements, must be included in the Security Plan.

1.2

When the application/system is hosted internally, i.e., within the network of NYSDOH, network and account management security policies will adhere to NYSDOH infrastructure as defined in Section 2.2.3 and Section 2.6 of this document. NYSDOH CISO performs vulnerability scans as required on internally hosted systems using standard approved tools. Vulnerabilities are expected to be corrected in a timely manner, with critical vulnerabilities fixed quickly. Contractors and/or NYSDOH program area will work with the NYSDOH CISO during security assessment, vulnerability fixes, and security testing.

NYSDOH web server capabilities are typically utilized if the systems and applications are hosted inside the NYSDOH network. This environment includes, but is not limited:

- (a) Single-sign-on via NYSDOH "WAARP" SSO
- (b) Ability to scale to large number of users
- (c) Providing high-level data integrity
- (d) Providing for basic security of the data at rest and in motion
- (e) Built in audit capabilities
- (f) Providing point in time recovery
- (g) Providing backup and recovery capabilities
- (h) Providing logging information for back up, recovery and auditing
- (i) Providing support for large objects (blobs, etc)
- (j) Providing support for clustering and load balancing
- (k) Providing SSL connectivity
- (l) Providing data confidentiality
- (m) Providing data availability near 24/7/365 if required and requested
- (n) Compliance with all NYSDOH security policies

NYSDOH project leads can obtain further details from NYSDOH Information Systems and Health Statistics Group (ISHSG) staff upon request.

The contractor and/or NYSDOH program area will work with NYSDOH ISHSG system and network staff to ensure adequate NYSDOH services and capabilities exists for the proposed system as required. NYSDOH program area will be responsible for funding additional services as needed and may pass this requirement to contractors.

1.3

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

1.3.1. Ensure network and host security is defined and in accordance with NYSDOH Network Configuration Policy (Section 2.2.3).

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

1.3.3. NYSDOH CISO must approve the design. Details of all components of the system and all security components must be reviewed by NYSDOH CISO.

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

1.3.5 Documentation must be submitted to NYSDOH CISO for review and approval of how sessions are established.

1.3.6. Assurance must be provided that when user sessions for an application or network connection terminate, either normally or abnormally, all related network sessions will also terminate.

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

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

1.3.9. Assurance must be provided that devices to be used are protected by packet-filtering firewalls and/or firewall-grade routers.

1.3.10. Assurance must be provided that all devices are operated utilizing robust operating systems and hardened against attack. Hardening includes and is not limited to OS patch management, software patch management and removing unnecessary services where applicable. Systems should comply with New York State Cyber Security Policy P03-002 defined at:

<http://www.cscic.state.ny.us/lib/policies/documents/Cyber-Security-Policy-P03-002-V3.2.pdf>

And National Institute of Standards and Technology (NIST) standards defined at:

<http://csrc.nist.gov/publications/PubsSPs.html>, such as:

NIST SP800-12	(An Introduction to Computer Security: The NIST Handbook)
NIST SP800-14	(Generally Accepted Principles and Practices for Securing Information Technology Systems)
NIST SP800-27	(Engineering Principles for Information Technology Security)
NIST SP800-40	(Creating a Patch and Vulnerability Management Program)
NIST SP800-41	(Guidelines on Firewalls and Firewall Policy)
NIST SP800-44	(Guidelines on Securing Public Web Servers)
NIST SP800-50	(Building an Information technology Security Awareness and Training Program)
NIST SP800-53	(Recommended Security Controls for Federal Information Systems)
NIST SP800-54	(Border Gateway Protocol Security)
NIST SP800-61	(an Introductory Resource Guide for Implementing the HIPAA Security Role)
NIST SP800-70	(National Checklist Program for IT Products-- Guidelines for Checklist Users and Developers)
NIST SP800-81	(Secure Domain Name Systems (DNS) Deployment Guide)
NIST SP800-88	(Guidelines for Media Sanitization)
NIST SP800-92	(Guide to Computer Security Log Management)
NIST SP800-94	(Guide to Intrusion Detection and Prevention Systems (IDPS))
NIST SP800-95	(Guide to Secure Web Services)
NIST SP-800-123	(Guide to General Server Security)

1.3.11. Assurance must be provided that periodic network vulnerability scans and tests are performed. These scans and/or tests should include and not be limited to open ports scans and network intrusion detection. This requirement must be addressed within the Security Plan, and the plan will be reviewed by NYSDOH CISO. For externally hosted systems, specify tools that will be used for vulnerability scans in the security assessment section. Within NYSDOH managed (internally hosted) networks, standard tools are used in systems like the Health Commerce System (HCS), and these tools were approved by

NYSDOH CISO. Similar standard tools must be used for scanning in externally hosted systems as well, and these tools will be reviewed for acceptability by NYSDOH CISO. After review, NYSDOH CISO must approve the tools that are planned to be used for vulnerability scanning. Contractors can request of NYSDOH the names of the scanning tools used in NYSDOH internally hosted applications/systems, if required.

NYSDOH CISO reserves the right to run periodic vulnerability scans and review reports from scans as needed. Scans and tests will be performed prior to being implemented on production networks and after software or operating systems or configuration changes are made. All source code must be provided for periodic review by NYSDOH CISO. Critical vulnerabilities identified during scans must be fixed and all NYSDOH CISO's security recommendations must be followed. Scans and tests must be performed at least annually and more frequently for critical and/or high-risk systems, such as those exposed to external users and/or the Internet. Scan frequencies should be defined within the scope of work.

1.3.12. All hardware, networking components, physical devices and software related to the project/system are to be protected and no unauthorized person should be able to access these hardware and software components. Any intrusion and unauthorized accesses must be stopped and reported to the NYSDOH CISO as they occur.

1.3.13. Description and documentation must exist of the steps to physically secure the location of servers or workstations that will contain applications, source code and/or databases related to the project/system. This must contain how all these physical devices are protected.

1.3.14. Description and documentation must exist regarding disaster recovery/business continuity of the systems. Periodic back-ups of data, databases, software, applications including and not limited to source code of anything defined within the project scope must be performed according to the disaster recovery/business continuity requirements. Encryption of backup media is encouraged and at times may be required by law.

1.3.15. Systems hosted outside NYSDOH-managed networks, including all hardware, software, networking components, applications, data, etc, must have the same level of security as that of systems hosted within NYSDOH networks. Some of the capabilities of servers hosted internally are highlighted in Section 1.2. Periodic reviews and keeping externally hosted systems up to date to meet all security requirements are required. Working with NYSDOH CISO to ensure that externally hosted systems are at least as secure as NYSDOH-internally hosted systems is required. NYSDOH CISO reserves the right to review externally hosted systems to ensure they satisfy NYSDOH security requirements completely.

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

2. SECURITY REQUIREMENTS

2.1 SECURE TRANSMISSION

The following requirements need to be followed whenever computer systems are used and data is transmitted electronically.

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

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

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

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

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

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

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

2.2 SYSTEMS AND NETWORK SECURITY

2.2.1 Server Requirements

Security requirements for server(s) used for the project/system are included but not

limited to what is outlined in this section.

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

Systems used for NYSDOH systems must have appropriate physical controls and be described in the Security Plan.

NYSDOH uses and maintains anti-virus software to ensure virus and anti-malware protection steps are in place to ensure safe operation of the network(s). The approach used should be included in the Security Plan. NYSDOH CISO reserves the right to review the virus protection solution and make recommendations to ensure proper virus protection/prevention.

2.2.2 Remote Access Control

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

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

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

2.2.3 Network Configuration Policy

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

2.2.3.1 All Networks

- Eavesdrop-proof through use of secure hubs and/or switches
(See NIST SP800-41, SP800-53, SP800-94)
- Isolated from other networks via secured network devices such as firewalls and/or state-full routers
(See NIST SP800-41, SP800-53, SP800-54)
- Logging of all successful and failed attempts should occur at all network perimeter devices
(See NIST SP800-53, SP800-92)
- Logs should be stored on protected hosts
(See NIST SP800-92)
- Logs should be reviewed at least every business day

- Hosts must comply with security modules as described in: NIST SP800-53, -41, -44, -92, -94, -95, and -123
- Network users and administrators must receive security awareness training (See NIST SP800-12, NIST-SP800-50)

2.2.3.2 Untrusted Networks

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

Example: Internet

Requirements:

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

2.2.3.3 External Networks

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

Example: Network containing public web or mail servers

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

2.2.3.4 E-commerce Networks

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

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

- No client (user) machines should reside on an e-commerce network
- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers

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

2.2.3.5 Private Networks

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

Example: Corporate intranet

- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices should be maintained in a secure state
- An automated virus-protect solution must be in operation
- Network logs should be archived for a least six (6) months
- Application logging should be activated wherever possible and frequently reviewed by the individual(s) responsible for the application
- Access to systems must be limited to needed parties and must be approved, where applicable, by data owners
- No inbound connectivity from untrusted networks is permitted
- Inbound connectivity from e-commerce networks is permitted provided the private network devices run robust operating systems and hardened against attack. Hardening includes loading of all applicable patches as they are

released and removing unneeded services. The needed services cannot provide access beyond the scope of the need **

- Outbound connectivity should be limited to only to needed services**
- Authentication is required for access to confidential or sensitive information. This includes information temporarily or permanently stored on PCs or other single-user devices

2.2.3.6 Secured Private Networks

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

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

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

2.2.3.7 Recommended Best Practices

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

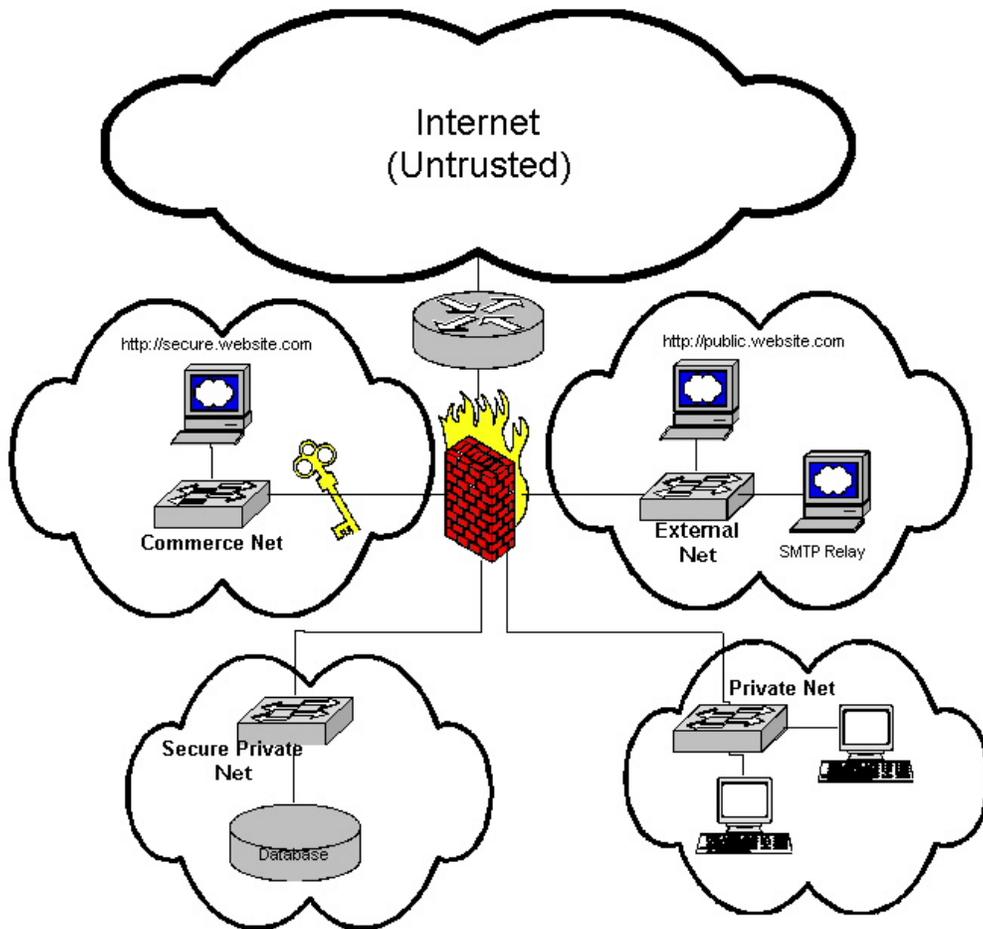
NYSDOH Auditing

- Network administrators must provide written confirmation of policy compliance prior to full production implementation and quarterly thereafter. This attestation must be supported by detailed network descriptions, which address the related policy aspects

- NYSDOH Security Office will be provided secure shell (SSH) access to at least one device in each network. The account must have privilege to create network sockets
- NYSDOH Security Office reserves the right to conduct on-site inspection of network infrastructure for the purpose of policy compliance verification
- Modifications to these auditing requirements may be negotiated but should not be assumed

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

NYSDOH Network Configuration Policy Diagram



2.3 APPLICATION SECURITY REQUIREMENTS

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

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

Applications will be scanned for security vulnerabilities by NYSDOH CISO. Periodically, the NYSDOH CISO may request a copy of the current software source code for its own internal security testing, archiving or other purposes. The contractor/NYSDOH program area is expected to work with the NYSDOH CISO to manage security assessment and fix critical vulnerabilities that may jeopardize the security of the system.

2.3.1. Testing

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

2.3.1.1. The Security Plan must describe the proposed security testing procedures and include responsibilities for security testing. Contractors and NYSDOH staff working with systems on NYSDOH-managed networks are encouraged to use the source code analysis and application security scanning tools managed by the NYSDOH CISO, but may specify alternatives. Alternatives must be approved by NYSDOH CISO.

2.3.1.2. The Security Plan must include the external application testing platforms, if currently in use, as well as software source code testing platforms that are used.,

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

2.3.2. Application vulnerability areas include the following and must be addressed in

the Security Plan as applicable.

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

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

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

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

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

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

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

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

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

2.3.2.10. Tool Sets and External Code: Use of third-party modules and/or programs should be limited to items that are known to have undergone thorough security testing. Where possible, source code for any third-party solutions should undergo secure code reviews, including application scanning. No applications or modules should call or access external links or resources, unless this is part of the system's core functions. (For example, if the system is designed to call an external web service and process the result, external reference would be expected. Modules should not reference to external libraries for internal execution, however.)

Likewise, no applications or modules should display external links unless this is part of the system's core functions. Use of code, modules and/or programs obtained from external sources must be in compliance with licenses agreements.

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

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

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

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

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

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

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

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

2.4. Data Integrity

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

system.

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

The following should be explained in the Security Plan:

2.4.1. Explain how the integrity of all information sources within the scope of this system is maintained.

2.4.2. Explain how authorization required for all production system input is accomplished and tracked as appropriate.

2.4.3. Explain how the system is free from risks of undetected changes.

2.4.4 Explain how integrity of data is maintained on network systems. For internally hosted (NYSDOH) systems, NYSDOH runs periodic network scans and tests to help ensure the integrity of data and network systems.

2.4.5 Explain how a secure environment for the Source Code of any software will be maintained.

2.4.6. Explain how the risks that data input could contain malicious exploits, such as file uploads, will be detected, mitigated and handled.

2.5. Data Availability

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

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

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

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

2.6. Account Management

Account management must be described in the Security Plan. This must address the requirements listed below which are found in NYS Cyber Security Policy P03-002 Part 10, Access Control Policy. This can be found at:

<http://www.cscic.state.ny.us/lib/policies/documents/Cyber-Security-Policy-P03-002-V3.2.pdf>.

NYSDOH CISO reserves the right to review and approve the account management process.

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

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

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

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

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

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

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

2.6.6. For applications that interact with individuals that are not employed by NYSDOH, the information owner is responsible for ensuring an appropriate user management process is implemented. Standards for the registration of such external users must be defined and include the credentials that must be provided to prove the identity of the user requesting registration, validation of the request and the scope of access that may be provided. These standards will be reviewed and approved by NYSDOH CISO. Guidelines given in "Identity and Access Management: Trust Model" (found at <http://www.cio.ny.gov/Policy/G07-001/G07-001.pdf>) should be followed.

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

The standard approved NYSDOH banner is "Use of NYS Department of Health computers and related resources is restricted solely to the conduct of NYSDOH business. User IDs and passwords assigned to an individual are the responsibility of that individual and may not be shared with others. Compromise of user IDs and passwords to department computers must be immediately reported to NYSDOH CISO. Personal and unauthorized usage is prohibited unless stated otherwise by

NYSDOH policy.” Where not technically feasible due to length, the following legal notice may be used: “NYSDOH use only and subject to monitoring”.

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

2.6.8. Password Management

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

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

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

2.7 Security Incident Management and Audit Requirements

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

The Security Plan will include specifics on the approach of how these audit requirements will be accomplished taking into account items listed below:

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

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

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

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

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

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

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

2.7.7. All users and administrators who are in relation to the scope of work for this project/system must receive periodic security awareness training and be qualified to work in a secure environment. Any updates to NYSDOH security policies should be communicated to these users and administrators.

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

2.7.9. A list of what software used in components of the system needs to be

maintained and provided as required by NYSDOH CISO. NYSDOH CISO reserves the right to audit and review lists of software added and inspect code and assess compliance of security requirements. NYSDOH CISO may require code found to cause significant risk to NYSDOH be removed.

2.8 Proprietary Information, Copyright and Software Licensing

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

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

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

2.8.4 Copying licensed or NYSDOH proprietary software must be limited to legitimate backup processes. NYSDOH will hold individual program areas and/or contractors liable for any inappropriate software use, distribution or license violations.

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

2.8.6. Contractors and/or external parties will return to NYSDOH any all material developed as part of this and any related projects/contracts at the conclusion of work on NYSDOH funded solutions. This would include removing any copies of NYSDOH-funded solutions or NYSDOH-proprietary data and/or information. NYSDOH Secure Disposal policies must be followed to ensure secure removal of said information.

2.8.7. Especially in the case of sensitive or confidential information, Contractor will ensure that all information at the expiration of this contract will be destroyed and documented as such. Documentation is to be supplied after all information is handed back to the NYSDOH and or subsequent contractor(s). NYSDOH APPM 430.0 Secure Disposal or Reuse of Media Policy must be followed.

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

2.9 Data Confidentiality

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

3. Updates to Policies

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

References:

1. NYS Cyber Security Policy P03-002 at <http://www.cscic.state.ny.us/lib/policies/documents/Cyber-Security-Policy-P03-002-V3.2.pdf>
2. Health Insurance Portability Accountability Act (HIPAA)
3. National Institute of Standards and Technology Computer Security Resource Center at <http://csrc.nist.gov/>

**NYS DEPARTMENT OF HEALTH
Security Requirements
Bid Deliverable**

Describe how you typically address the following key security areas as they pertain to the NYSDOH Security Requirements.

1. Confidentiality, Integrity and Availability of data at rest and in motion.

2. Network Security including server management, network configuration, network security vulnerabilities and their prevention, secure transmission of data, account management, incident handling and auditing/log management.

3. Application security; application security audit, review and remediation; and secure coding practices as they pertain to an overall secure software development life cycle (SSDLC), including any tools used in this process.

Attachment 5

Family Planning DMIS Services Work Plan

Bidder: _____

MEASURABLE OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON(S) RESPONSIBLE	METHODS OF EVALUATION

Attachment 6

Key Family Planning DMIS Services Staff Form

Individual and Title	Role / Responsibilities	Dedicated During Implementation (% FTE)	Dedicated During Ongoing Operations (% FTE)

Attachment 7

Letter of Intent to Bid and Bidder's Conference Registration

James Gartland
Bureau of Maternal and Child
New York State Department of Health
Corning Tower Building Room 1805
Empire State Plaza
Albany, New York 12237

Dear Mr. Gartland:

On behalf of _____ (Name of organization), we hereby inform you that we intend to submit a bid for the Family Planning Data Management and Information System Request for Proposals.

_____ **We intend to participate in the non-mandatory bidder's conference call** scheduled for February 24th 2012, 10am- Noon. The following staff person will participate on the conference call:

Name: _____

Phone #: _____

Email address: _____

_____ **We do not intend to participate in the non-mandatory bidder's conference call.**

Yours truly,

Signature of CEO or responsible person

Title

Mailing Address

Telephone Area Code and Number

Fax Area Code and Number (if none, so indicate)

E-mail address (if none, so indicate)

Attachment 8

**NEW YORK STATE
DEPARTMENT OF HEALTH**

BID FORM

PROCUREMENT TITLE: _____ FAU # _____

Bidder Name:

Bidder Address:

Bidder Federal ID No (FEIN):

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

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

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

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

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

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

No Yes

2b. If yes, then please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

C. Offerer/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law §139-k is complete, true and accurate. Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid Upon Award

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

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

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

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(E-mail Address)

Attachment 9

**NEW YORK STATE
DEPARTMENT OF HEALTH**

NO-BID FORM

PROCUREMENT TITLE: _____ FAU # _____

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

We do not provide the requested services. Please remove our firm from your mailing list

We are unable to bid at this time because:

Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(E-mail Address)

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

Attachment 10

Technical Proposal Cover Sheet

July 1, 2012 – June 30, 2017

Name of Organization: _____

Address: _____

Telephone #: () _____

Fax #: () _____

E-mail address: _____

FEIN: _____

If NYS Certified: **Minority Business Enterprise (MBE):** _____

Woman Business Enterprise (WBE): _____

Signature:

Agency Executive Director: _____

Attachment 11

Cost Proposal Cover Sheet

July 1, 2012 – June 30, 2017

Name of Organization: _____

Address: _____

Telephone #: () _____

Fax #: () _____

E-mail address: _____

FEIN: _____

If NYS Certified: **Minority Business Enterprise (MBE):** _____

Woman Business Enterprise (WBE): _____

Signature:

Agency Executive Director: _____

Attachment 12

NYS FP DMIS Services

Cost Proposal Bid Form

Organization Name:												
	A	x	B	=	C	+	D	x	E	=	F	G (C + F)
	YEARS 1-2				YEARS 3-5				TOTAL			
Electronic Record Processing:	Price per Record		Number of Records		Subtotal		Price per Record		Number of Records		Subtotal	
CVRs ¹ Accepted	\$		1,800,000		\$		\$		2,700,000		\$	\$
CVRs Rejected	\$		200,000		\$		\$		300,000		\$	\$
IPPs ² Accepted	\$		200,000		\$		\$		300,000		\$	\$
IPPs Rejected	\$		50,000		\$		\$		75,000		\$	\$
Administrative Fees	Price per Year		Number of Years		Subtotal		Price per Year		Number of Years		Subtotal	
Include fees for all additional deliverables ³	\$		2		\$		\$		3		\$	\$
GRAND TOTAL					\$						\$	\$

¹Clinic Visit Record/Encounter Data Records

²Infertility Prevention Project Data Records

³Includes: All required forms & reports production & distribution, support communications, documentation updates & distribution, central office & regional training visits, ad hoc reports, ~ 250 hours of other additional programming, and all staff as described in the RFP.

I, _____, for and on behalf of the Bidder organization(s), signify that the following information is true and accurate to the best of my knowledge and that the above named organization agrees to abide by the terms of the approved proposal and am fully able and willing to carry out deliverables contained herein. The prices presented in this proposal shall remain in effect for 365 days from the last day to submit a proposal.

Signature

Date

Print Name

Title

Attachment 13

Appendix A

APPENDIX A-1 (REV 10/08)

Agency Specific Clauses for All Department of Health Contracts

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits
 - A. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than an institution of higher education, a hospital, or an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular, use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for

Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

- B. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.
- C. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- D. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

- iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS

This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

A. LOBBYING CERTIFICATION

1. If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
2. The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

3. This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that: " No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement. " If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form

identified in (c) above to report such updated information. 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

- a) Payments of reasonable compensation made to its regularly employed officers or employees;
- b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or sub-grant that does not exceed \$100,000; and
- c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

B CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

C. 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 nonfinancial 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 45 CFR 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to

which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
 - g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i) Except for transactions authorized under paragraph "e" 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 excluded 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.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factor listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the ONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t (1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. Other Modifications

- A. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:

Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;

Appendix C - Section 11, Progress and Final Reports;

Appendix D - Program Workplan will require OSC approval.

- B. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

13. 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** - Certificate of Attestation for New York Entities with No Employees And Certain Out Of State Entities, 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** - Certificate of Attestation for New York Entities with No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required; OR

• **DB-120.1** -- Certificate of Disability Benefits Insurance OR

• **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. 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.
15. 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.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

Attachment 14

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. Bidder's Product shall include all Products delivered under this Agreement by Bidder other than Third Party Product.
- c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Bidder and provided by Bidder on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Bidder 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, Bidder is required to disclose the following information in writing to Authorized User:

- a. For Bidder Product and for Products (including, but not limited to, Bidder 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, Bidder 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:

Bidder 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, Bidder 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 Bidder'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. The services to be performed by the Contractor shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to this Agreement.
2. 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
3. If, in the judgment of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Termination Provision

Upon termination of this agreement, the following shall occur:

- Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and
- 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

a. 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:

1. 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).

2. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting there from sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting there from sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
 - a. 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.
 - b. 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.
 - c. 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is

- proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
 - g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
 - h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this

AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

6. All subcontracts shall contain provisions specifying:
 - A). that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - B). that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

Attachment 15

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.

Attachment 16

Appendix H

Federal Health Insurance Portability and Accountability Act (“HIPAA”) Business Associate Agreement (“Agreement”)

I. Definitions:

- (a) A Business Associate shall mean the CONTRACTOR.
- (b) A Covered Program shall mean the STATE.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of the Business Associate:

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in a time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a Business Associate through its activities under this contract with other information gained from other sources.
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Covered Program

Provisions for the Covered Program to Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

VI. Term and Termination

- (a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in the Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) *Effect of Termination.*
 - (1) Except as provided in paragraph (c) (2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is not possible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction not possible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not possible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to

those purposes that make the return or destruction not possible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the State; therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- (b) The Business Associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate's obligations under this Agreement.

VIII. Miscellaneous

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this Agreement is controlling.
- (f) *HIV/AIDS.* If HIV/AIDS information is to be disclosed under this Agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

Attachment 17

Appendix I

Medicaid Confidential Data / Protected Health Information

Medicaid Confidential Data (MCD) includes, but is not limited to, names and addresses of Medicaid Bidders/beneficiaries, the medical services provided, social and economic conditions or circumstances, the Department's evaluation of personal information, medical data, including diagnosis and past history of disease and disability, any information regarding income eligibility-and amount of medical assistance payment, income information, and/or information regarding the identification of third parties. Income information received from the Social Security Administration or the Internal Revenue Service must be safeguarded according to the requirements of the agency that furnished the data. MCD also includes any information received in connection with the identification of legally liable third party resources under [42 C.F.R. § 433.138](#). Each element of MCD is confidential regardless of the document or mode of communication or storage in which it is found.

NOTE that this contract involves the MCD of beneficiaries and possibly Bidders, both of which are confidential pursuant to Section 367b(4) of the N.Y. Social Services Law, [42 U.S.C. Section 1396\(a\)\(7\)](#), Section 1902(a)(7) of the Social Security Act and [42 C.F.R. Section 431.300](#) et seq.

NO DISCLOSURE OF MCD IN YOUR POSSESSION CAN BE MADE TO ANY OTHER PERSON OR ENTITY WITHOUT THE PRIOR WRITTEN PERMISSION OF THE New York STATE DEPARTMENT OF HEALTH (NYSDOH), MEDICAID CONFIDENTIAL DATA REVIEW COMMITTEE (MCDRC). LIKEWISE, NO USE(S), OTHER THAN THE USE(S) OF MCD APPROVED IN THIS CONTRACT AND DATA EXCHANGE AGREEMENT, CAN BE MADE OF THE MCD WITHOUT THE PRIOR WRITTEN APPROVAL OF NYSDOH, MCDRC.

Information relating to persons APPLYING FOR medical assistance shall also be considered confidential and shall not be disclosed to persons or agencies without the prior written approval of the New York State Department of Health.

AIDS/HIV Related Confidentiality Restrictions:

ALSO NOTE that MCD may contain HIV related confidential information, as defined in [Section 2780\(7\) of the N.Y. Public Health Law](#). As required by [N.Y. Pub. Health Law Section 2782\(5\)](#), the New York State Department of Health hereby provides you with the following notice:

HIV/AIDS NOTICE

This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for further disclosure.

The Contractor agrees that any further disclosure of MCD requires the prior, written approval of the New York State Department of Health (NYSDOH), Medicaid Confidential Data Review Committee (MCDRC). The Contractor will require and ensure that any approved agreement, contract or document with a subcontractor or employee contains the above Notice and a statement that the subcontractor, employee or other party may not disclose the MCD without the prior, written approval of the NYSDOH MCDRC.

Alcohol and Substance Abuse Related Confidentiality Restrictions

Alcohol and substance abuse information is confidential pursuant to 42 C.F.R. Part 2. General authorizations are ineffective to obtain the release of such data. The federal regulations provide for a specific release for such data.

ANY AGREEMENT, CONTRACT OR DOCUMENT WITH A SUBCONTRACTOR OR EMPLOYEE MUST CONTAIN ALL OF THE ABOVE PROVISIONS PERTAINING TO CONFIDENTIALITY. IT MUST CONTAIN THE HIV/AIDS NOTICE AS WELL AS A STATEMENT THAT THE SUBCONTRACTOR, EMPLOYEE OR OTHER PERSON MAY NOT USE OR DISCLOSE THE MCD WITHOUT THE PRIOR WRITTEN APPROVAL OF THE NYSDOH, MCDRC.

Bidder/Contractor Signature

Date:..... / /

Name Printed.....

Company.....

Subcontractor / Employee Signature.....Date: / /

Name Printed.....

Company.....

The Contractor must maintain a copy of this agreement in its permanent records for each employee performing services pursuant to any contract awarded.

Attachment 18

Agency Code 12000

Appendix X

Modification Agreement Form

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:

\$ _____
(Value before amendment)

From ____ / ____ / ____ to ____ / ____ / ____
(Initial start date)

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

\$ _____

From ____ / ____ / ____ to ____ / ____ / ____

This will result in new contract terms of:

\$ _____

(All years thus far combined)

From ____ / ____ / ____ to ____ / ____ / ____

(Initial start date)

(Amendment end date)

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

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

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Attachment 19

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>

Attachment 20

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 DTF, Contractor Certification Form ST-220-TD. Unless there are changes in information upon which the ST-220-TD is based, 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 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 a Bidder nonresponsive and non-responsible in the financial responsibility review. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Contractor Certification to Covered Agency

ST-220-CA: http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf

ST-220-TD: http://www.tax.state.ny.us/pdf/2007/fillin/st/st220td_507_fill_in.pdf

Attachment 21

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:

FORM A:

Upon notification of contract award, use Form A, State Consultant Services Contractor's Planned Employment From Contract Start Date Through the End of the Contract Term, attached to these instructions, to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete **Form A** for contracts for consulting services in accordance with the following:

- **Employment category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract.
(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at www.online.onetcenter.org to find a list of occupations.)
- **Number of employees:** the total number of employees in the employment category anticipated to be employed to provide services under the contract, including part time employees and employees of subcontractors.
- **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.
- **Amount payable under the contract:** the total amount 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.

Submit completed **Form A** within 48 hours of notification of selection for award to OSC (as the contracting agency) at the address listed below.

FORM B:

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

- **Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)
- **Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours (to be) worked:** for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

**State Consultant Services
FORM B**

OSC Use Only
Reporting Code:
Category Code:

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

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

Scope of Contract (Chose one that best fits):

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

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

Name of person who prepared this report: _____	
Title: _____	Phone #: _____
Preparer's signature: _____	
Date Prepared: / /	Page of
(Use additional pages if necessary)	

Ver. 12/13/07

Attachment 22

New York State Department of Health

M/WBE Procurement Forms

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

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

New York State Department of Health
BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder Name:	
RFP Title:	RFP Number

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

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

New York State Department of Health

MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

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

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

New York State Department of Health

WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

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

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

**New York State Department of Health
M/WBE UTILIZATION PLAN**

Agency Contract: _____

Telephone: _____

Contract Number: _____ Dollar Value: _____

Date Bid: _____ Date Let: _____ Completion Date: _____

Contract Awardee/Recipient: _____
Name

Address

Telephone

Description of Contract/Project Location:

Subcontractors Purchase with Majority Vendors:

Participation Goals Anticipated: _____ % MBE _____ % WBE

Participation Goals Achieved: _____ % MBE _____ % WBE

Subcontractors/Suppliers:

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

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

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

FOR OFFICE USE ONLY

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

New York State Department of Health

MWBE ONLY

**MWBE SUBCONTRACTORS AND SUPPLIERS
LETTER OF INTENT TO PARTICIPATE**

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

Proposal/ Contract Number: _____

Contract Scope of Work:

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

Name of MWBE:

Address:

Federal ID Number:

Telephone Number:

Designation:

MBE - Subcontractor

WBE - Subcontractor

MBE - Supplier

WBE - Supplier

Joint venture with:

Name: _____

Address: _____

Fed ID Number: _____

MBE

WBE

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

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

At the following price: \$ _____

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

Date Proposal/ Contract to be started: _____

Date Proposal/ Contract to be completed: _____

Date Supplies ordered: _____ Delivery Date: _____

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

Date

Signature of M/WBE Contractor

Printed/Typed Name of M/WBE Contractor

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

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

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

**New York State Department of Health
M/WBE STAFFING PLAN**

Check applicable categories:

- Project Staff Consultants Subcontractors

Contractor Name: _____

Address: _____

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

 (Name and Title)

 Date

Attachment 23

Bidder's Assurances

The Bidder's Assurances form MUST be signed in ink by an official authorized to bind the organization to the provisions of the RFP and Proposal. Proposals which do not include this signed form will be considered non-responsive, resulting in rejection of the Proposal.

- The bidder is a public or private organization, company, partnership, or corporation that is authorized to operate in New York State.
- The bidder and its subsidiaries are not providers of health care services, a health care facility accrediting body or any organization or trade association whose primary business includes representing any Article 28 licensed provider.
- The bidder accepts the terms and conditions as stated in the RFP.
- The bid is valid for a period of three hundred sixty-five (365) calendar days from the date of submission of the proposal.
- The bidder agrees in principle to satisfy the comprehensive responsibilities outlined in Section C, "Detailed Specifications" of this RFP.
- The bidder agrees to be responsible to the Department for performance of all work specified in the RFP, including work assigned to subcontractors.
- The bidder assures that the detailed work plan and schedule of deliverables set forth by the organization as its Technical Proposal will fulfill all statewide requirements as described in the RFP and will provide for the dedicated qualified staff, expertise and capacity to fulfill contract deliverables.
- The bidder assures that the organization and its employees, subcontractors, consultants, volunteers, and subsidiaries, are not and will not be directly or indirectly involved with any provider or parties whose activities would represent a conflict of interest with respect to conducting the duties and responsibilities outlined in this RFP.
- The bidder assures the organization and its employees, subcontractors, consultants and volunteers will implement and maintain policies and procedures to assure the confidentiality of personally identifiable data and information or records pertaining to patient care including compliance with all pertinent Health Insurance

Portability and Accountability Act (HIPAA) requirements and Article 27F of the Public Health Law.

- The bidder assures its ability to secure an indemnity to protect the organization and, in turn, the State against any loss of claim incurred as a result of carrying out the duties and responsibilities of this program.
- The bidder assures that no funds were paid or will be paid, by or on behalf of the bidder, to any person for the purpose of influencing or attempting to influence any officer or employee of the federal or state government with regard to obtaining a contract.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Attachment 24

Vendor Responsibility Attestation

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

Choose one:

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

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

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

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Attachment 25

Vendor Responsibility Questionnaire

Information: http://www.osc.state.ny.us/vendrep/info_vresp_vrquestionnaires.htm

Instructions:

http://www.osc.state.ny.us/vendrep/documents/questionnaire_instructions.pdf

Forms: http://www.osc.state.ny.us/vendrep/forms_vendor.htm

Secure online submission (Optional):

The VendRep System allows business entities (vendors) to enter and maintain their Vendor Responsibility Questionnaire information in a secure, centralized database. This information will be available to New York State agencies that opt to use the System. An agency's decision to use the VendRep System will be announced in solicitation documents issued directly by the contracting agency.

http://www.osc.state.ny.us/vendrep/info_vrsystem.htm

Establish a new account:

<http://www.osc.state.ny.us/portal/forms/aaform.pdf>

VendRep System Checklist:

http://www.osc.state.ny.us/vendrep/vrsystem_vendor_checklist.htm

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at <http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information

which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII requires information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

I. LEGAL BUSINESS ENTITY INFORMATION			
<u>Legal Business Entity Name 1</u>		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city,		Telephone ext.	Fax
E-mail		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years and the status (active or inactive)			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If ‘No,’ indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is			
<input type="checkbox"/> United States		State _____	
<input type="checkbox"/> Other		Country _____	
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” Enter <u>DUNS</u> Number			

¹All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” which can be found at <http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>.

I. LEGAL BUSINESS ENTITY INFORMATION

1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?
 (Select "N/A," if Principal Place of Business is in New York State.)

Yes
 No
 N/A

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?

Yes
 No

If "Yes," check all that apply:

- New York State certified Minority-Owned Business Enterprise (MBE)
- New York State certified Women-Owned Business Enterprise (WBE)
- New York State Small Business (SB)
- Federally certified Disadvantaged Business Enterprise (DBE)

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>

II. REPORTING ENTITY INFORMATION

The Reporting Entity for this questionnaire is:

Note: Select only one.

Legal Business Entity

Note: If selecting this option, “Reporting Entity” refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF “REPORTING ENTITY” AND “ORGANIZATIONAL UNIT” FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, “Reporting Entity” refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext .

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

Yes No

If “Yes,” enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity. For each person, include name and title. Attach additional pages if necessary.

Name

Title

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each “Yes,” provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each “Other,” provide an explanation which provides the basis for not definitively responding “Yes” or “No.” Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY Within the past five (5) years, has any current or former Reporting Entity Official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of	
3.0 Sanctioned relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 Suspended, <u>debarred</u> , or <u>disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
For each “Yes” or “Other” explain:	

IV. INTEGRITY – CONTRACT BIDDING Within the past five (5) years, has the Reporting Entity:	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers’ Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Reporting Entity:

5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Reporting Entity:

6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Reporting Entity:

7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY

8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remains undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), and the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
a) If “Yes,” did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, and significant violations of provisions of contract or grant agreements,	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes” to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
IX. ASSOCIATED ENTITIES	
This section pertains to any entity(ies) that either controls or is controlled by the <u>Reporting Entity</u> .	
9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u> ? Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either: – An <u>Organizational Unit</u> ; or – The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies). If “No,” SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), the individual involved, his/her title and role in the <u>Associated Entity</u> , his/her relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u> , New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings)	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), identify the <u>Associated Entity</u> ’s name(s), <u>EIN</u> (s), primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the Lien holder or Claimant’s name(s), the amount of the <u>lien</u> (s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the past five (5) years, has any <u>Associated Entity</u> :	
a) Been <u>disqualified</u> , <u>suspended</u> or <u>debarred</u> from any <u>federal</u> , New York State, New York City or other New York local <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Been <u>suspended</u> , <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u> , New York State, New York City or New York local <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY

d) Been the subject of an <u>investigation</u> , whether open or closed, by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity</u> 's name(s), <u>EIN</u> (s), primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

X. FREEDOM OF INFORMATION LAW (FOIL)

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate the question number(s) and explain the basis for the claim.	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone	Fax
	ext.	
Title	Email	

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the Reporting Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Reporting Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Reporting Entity; and
- is under obligation to update the information provided herein to include any material changes to the Reporting Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of
Owner/Officer

Printed Name of
Signatory

Title

Reporting Entity
Name

Address

City, State, Zip

Sworn to before _____ day
me this _____ of _____ 20 _____ ;

_____ Notary Public

Attachment 26

CERTIFICATION APPENDIX

DISCLOSURE & ACCOUNTABILITY CERTIFICATIONS

For contracts in the amount of \$50,000 or above:

I. No Conflict of Interest

Except as otherwise fully disclosed in a separate appendix attached to this Contract, the Contractor affirms, to the best of its knowledge, under penalty of perjury, that neither the Sponsoring Member(s) nor any Related Parties to Sponsoring Member(s) has any financial interest, direct or indirect, in the Contractor, or has received or will receive any financial benefit, either directly or indirectly, from the Contractor or its Related Parties from the matters contained in this Contract.

II. Good Standing

Except as otherwise fully disclosed in a separate appendix attached to this Contract, the Contractor affirms, to the best of its knowledge, under penalty of perjury, that:

(A) At no time during the past five years has the Contractor or any of the Contractor's Affiliates or principal owners:

- (1) been barred by a government agency from entering into any government contract as a result of inappropriate activity or unlawful conduct;
- (2) been declared in default and/or terminated for cause of any government contract;
- (3) received an overall unsatisfactory performance rating from any government agency on any contract;
- (4) been convicted or charged with a felony or misdemeanor;
- (5) failed to file federal, state or city tax returns or pay taxes owed; or
- (6) (to the extent the entity is a charity or not-for-profit organization) failed to file any and all required forms with any government agency regulating the entity;

(B) At no time within the last seven years has the Contractor or any of the Contractor's Affiliates or principal owners been involved in any bankruptcy proceeding (whether or not closed);

(C) Neither the Contractor, nor any of the Contractor's Related Parties, has paid any third party or agent, either directly or indirectly, to aid in the securing of this Contract. To the extent the answer to any of these questions is yes, please describe the events and circumstances in an attached appendix.

III. Funds Used Solely for Public Purpose

The Contractor affirms, to the best of its knowledge, under penalty of perjury, that all funds expended pursuant to the terms of this Contract are intended to be used and will be used solely and directly for the public purpose or public purposes specified elsewhere in this Contract.

IV. Sponsoring Member(s)

The Sponsoring Member(s) of the local legislative initiative pursuant to which this Contract will be funded is/are _____.

V. Definitions

As used herein in this Certification Appendix:

(1) An Affiliate- means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the specified party.

(2) A Contractor- means the party or parties receiving funds pursuant to the terms of this Contract.

(3) A Related Party- means: (i) the party's spouse, (ii) natural or adopted descendants of the party or of the party's spouse, (iii) any sibling of the party or of the party's spouse, (iv) any person sharing the home of any of the foregoing, (v) any staff member, employee, director, officer or agent of the party, and (vi) Affiliates or subcontractors of the party.

(4) A Sponsoring Member(s) - means the sponsoring Assembly Member or State Senator that sponsored the grant related to this Contract in the Fiscal Year 2011-12 New York State Budget. With respect to the Executive Allocations from lump sum appropriations in such budget, the Sponsoring Member shall be Governor Andrew M. Cuomo.

The undersigned recognizes that this Certification Appendix is submitted for the express purpose of assisting the State of New York and political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State of New York and political subdivisions may in their discretion, by means which they choose, verify the truth and accuracy of all statements made herein; acknowledges that knowing or intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.45; and states that the information submitted in this Certification Appendix and any attached appendix is true, accurate and complete.

Name of Contractor

Signature of Authorized Official/Date

Address

Typed Copy of Signature

City, State, Zip Code

Title

Sworn to before me this

_____ day of _____, 201_

Notary Public

Attachment 27

[Omnibus Procurement Act](#)

**Omnibus Procurement Act
Standard 15-Day Notification Form
For Proposed Contracts of \$1 Million or More
To Out-Of-State/Foreign Firms**

In compliance with Section 2879 subdivision 5 of the Public Authorities Law and Section 139-i of the State Finance Law, each public authority, public benefit corporation, state agency and department shall notify the Commissioner of Economic Development of the award of a procurement contract for the purchase of goods or services from a foreign business enterprise in an amount equal to or greater than one million dollars simultaneously with notifying the successful bidder. No State agency, department or corporation shall enter into a procurement contract for said goods or services until at least fifteen days has passed.

CONTRACTING AGENCY: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

CONTACT PERSON AT AGENCY: _____

E-MAIL: _____

is preparing to enter into a contract on or about _____ with the following out-of-state/foreign firm:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

CONTACT PERSON AT FIRM: _____

E-MAIL: _____

FIRM'S PRINCIPAL PLACE OF BUSINESS: STATE OF _____

LOCATION WHERE GOODS/SERVICES SUBSTANTIALLY PRODUCED/PERFORMED:

STATE OF: _____

CONTRACT AMOUNT: _____ **CONTRACT TERM:** _____

BRIEF DESCRIPTION OF GOODS OR SERVICES BEING OBTAINED: _____

DATE NOTICE SENT TO DED: _____

For immediate notice to DED, please fax form to:

**Department of Economic Development
Procurement Unit
30 South Pearl Street, 7th Floor
Albany, NY 12245
Telephone: 518-292-5220
Fax: 518-292-5884
(ESD- 2009)**

Attachment 28

Laws of New York

These Internet links are provided as a cross reference to the laws of New York State as mentioned in this RFP and other relevant links.

[Laws of New York](#)

[New York State Finance Laws](#)

[New York State Finance Contracting Laws](#)

[STF Article 2 § 8 \(17\) -State Consultant Services Reporting](#)

[STF Article 7 § 112 – Contract Approval by Office of the State Comptroller](#)

[STF Article 9](#)

[139-d Non Collusive Bidding](#)

[139-i Obligations with respect to procurement contracts with New York State and foreign business enterprises](#)

[139-j Restrictions on contacts during the procurement process](#)

[139-k Disclosure of Contacts and Responsibility of Offerers](#)

[163-\(7\) Purchasing Services and Commodities / Method of Procurement](#)

[163-\(10\)\(f\)Purchasing Services and Commodities /Joint Purchases/](#)

[165\(6\) \(b\) Omnibus Procurement Act](#)

[165\(6\) \(b\) Omnibus Procurement Act Requirements](#)

[STF Article 11-A § 179\(d\)-\(p\) - Interest Payments on Certain Amounts Owed by the State](#)

[New York State Legislative Laws](#)

[LEG Article 1-t – Lobbying Act](#)

[New York State Public Officers Law Article 6- Personal Privacy Protection Law](#)

[Executive Law Article 15-A](#) – Participation by Minority Group Members and Women with Respect to State Contracts

[New York Public Health Law –Article 27-F \(2780\)\(7\)](#) - Confidential HIV related information

[New York Public Health Law – Article 27-F \(2782\)\(5\)](#) - Disclosure of confidential HIV related information

[New York State Tax Laws – Article 1 \(5\) \(a\)](#) - Certification of Registration to Collect Sales and Compensating Use Taxes

[New York State Technology Law STT Article 2 \(208\)](#) – Information Breach and Notification Act

[NYS General Business Law Article 39-F \(899\) \(AA\)](#) - Information Breach and Notification Act

[NY Social Services Law Section 367\(b\)\(4\)](#) – Medical Assistance Information and payment system

US Law:

[Public LAW 104-191](#)- Health Insurance Portability and Accountability Act of 1996

[Code of Federal Regulations \(CFR\)](#)

[42 C.F.R. § 433.138](#)

Other Links:

[New York State Office for Technology Information Technology Policies](#)

[NYS Cyber Security Critical Infrastructure and Coordination \(CSCIC\) Policy P 03-002](#)

Attachment 29

Bidder's Checklist

1. Technical Proposal

- Attachment 10 – Technical Proposal Cover Sheet
- Attachment 23 – Bidders Assurances – Signed
- Executive Summary
- Statement of Previous Experience
- Proof of Financial Stability in the form of Audited Financial Statement
- Department of State Registration
- Certificate of Article of Incorporation
- Statement Identifying all subcontractors
- References: Appended List of three current and three former clients
- Project Narrative
- Attachment 5 – Family Planning DMIS Services Work Plan
- Attachment 6 – Key Family Planning DMIS Services Staff Form
 - Project Manager resume
- Attachments 13-18: All Appendices as listed in Section F. List of Appendices
- Attachment 19 – Information Security Breach and Notification Form
- Attachment 20 – A copy of form ST-220-CA - Signed & Notarized
- Attachment 21 – Statement of State Consultant Services Form A
- Attachment 22 - Minority / Women Owned Business Enterprise forms
- Attachment 24 – Vendor Responsibility Attestation – Signed
- Attachment 25 – Signed and notarized Vendor Responsibility Questionnaire (If required, see Attachment 24).
- Attachment 26 – Certification Appendix – Signed & Notarized

2. Cost Proposal

- Attachment 11 – Cost Proposal Cover Sheet
- Attachment 12 – Cost Proposal Bid form
- Attachment 8 – Bid form
- Cost Proposal narrative