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***NEW YORK STATE DEPARTMENT OF HEALTH***  
***Office of Health Insurance Programs***  
Division of Health Reform & Health Insurance Exchange Integration

**A Request for Proposal for Training Services for the Medicaid, Family Health Plus and Child Health Plus Programs**

FAU No: 1112090305

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**Schedule of Key Events**

RFP Release Date .....January 31, 2012

Written Questions Due .....3:00 pm on February 14, 2012

Response to Written Questions.....on or about February 28, 2012

Proposal Due Date.....3:00 pm ET on March 13, 2012

Anticipated Contract Start Date.....June 1, 2012

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

### **DESIGNATED CONTACTS:**

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

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### **Permissible Subject Matter Contacts:**

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

- **Submission of written proposals or bids**
- **Submission of written questions**
- **Debriefings**
- **Negotiation of Contract Terms after Award**

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*For further information regarding these statutory provisions, see the Lobbying Statute summary in Section F.13 of this solicitation.*

## List of Acronyms and Abbreviations

Below is a list of acronyms and abbreviations used in this Request for Proposal.

<b>ANY</b>	Access New York Health Care Application
<b>CHIP</b>	Children’s Health Insurance Program
<b>CHPlus</b>	Child Health Plus Program
<b>Contractor</b>	Successful Bidder
<b>Department</b>	New York State Department of Health
<b>Division</b>	Division of Health Reform and Health Insurance Exchange Integration
<b>EC</b>	Enrollment Center (NY Health Options)
<b>FE</b>	Facilitated Enroller
<b>FHPlus</b>	Family Health Plus
<b>FPBP</b>	Family Planning Benefit Program
<b>FTE</b>	Full Time Equivalent
<b>HEART</b>	Health Care Eligibility Assessment and Renewal Tool
<b>HIPAA</b>	Health Insurance Portability and Accountability Act
<b>LMS</b>	Learning Management System
<b>LDSS</b>	Local Departments of Social Services
<b>M/WBE</b>	Minority/Women Business Enterprise
<b>NYS</b>	New York State
<b>OHIP</b>	Office of Health Insurance Programs, NYS Department of Health
<b>OSC</b>	New York State Office of the State Comptroller
<b>PE</b>	Presumptive Eligibility
<b>Providers</b>	Qualified Providers
<b>RFA</b>	Request for Application
<b>RFP</b>	Request for Proposal
<b>SSA</b>	Social Security Act
<b>State</b>	New York State

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## **A. INTRODUCTION**

This Request for Proposals (RFP) is issued by the New York State Department of Health (Department). The Department is responsible for the requirements specified herein and for the evaluation of all proposals. The RFP is to secure a contract with an established training entity to assist the Department's Office of Health Insurance Programs (OHIP), Division of Health Reform and Health Insurance Exchange Integration (Division), in providing for the development and delivery of education, training materials and technical assistance on New York's public health insurance programs, Medicaid, Family Health Plus (FHPlus) and Child Health Plus (CHPlus), to the local departments of social services (LDSS), to grantees and health plans participating in the Facilitated Enrollment (FE) program, the New York Health Options Enrollment Center (EC) and any other entities, as determined by the State, that assist individuals in enrolling for health insurance.

## **B. BACKGROUND**

New York Medicaid is an entitlement program designed to provide comprehensive medical health care to eligible low-income residents and is the cornerstone of all public health insurance programs, covering approximately 4.7 million New Yorkers. Eligibility is based on financial and other criteria. The program is authorized under Title XIX of the Social Security Act (SSA), and is funded by the state, federal and local governments.

New York Medicaid is multifaceted, comprised of many different programs with coverage that varies by population, income levels and benefits. Eligibility rules vary by population, making it extraordinarily complex (see Attachment 1). It has been a long standing priority for the State to enroll eligible New Yorkers in public health insurance programs. The Division has a key role in fulfilling this priority by developing and disseminating eligibility policy rules, which in the recent years have expanded eligibility and eliminated barriers for people enrolling in or retaining Medicaid coverage. The Division is also responsible for monitoring LDSS' compliance with program rules.

The Department is designated as the single state agency for administration of the New York State Medicaid program. In New York, the Medicaid program (including Family Health Plus) is currently State supervised and locally administered by LDSS. Within OHIP, the Division has primary oversight of 58 LDSS offices which have the authority to process applications, conduct initial eligibility determinations and renewals, and enroll recipients into Medicaid managed care, if appropriate.

In an effort to ease the workload at the LDSS, the State awarded a contract to Maximus, through a competitive procurement, to establish a statewide Enrollment Center, New York Health Options (EC), for the purpose of centralizing some of the public health insurance application and enrollment functions. In Summer 2011, the EC established a consolidated call center for consumers to obtain information about Medicaid, FHPlus and CHPlus, provide assistance with applications and also to help resolve enrollee complaints. In addition, the EC has begun processing certain renewals for some upstate LDSS by mail and telephone for Medicaid and FHPlus recipients using the Health Care Eligibility Assessment and Renewal Tool (HEART). HEART is a new software tool developed by the Department that supports eligibility determinations for New York's Medicaid program. It is expected that the capacity and functions of the EC will expand over time to offer easier access to health insurance coverage and medical services for more disadvantaged New Yorkers.

In New York State, the State Children's Health Insurance Program (CHIP) is known as Child Health Plus (CHPlus). CHPlus is designed to provide health care coverage to uninsured low-income children under the age of 19 who are not eligible for Medicaid. Approximately 400,000 children are enrolled in CHPlus. The program is authorized under Title XXI of the SSA, and is funded jointly by the federal government and New York State. The CHPlus program is supervised at the State level, but is administered by participating health plans that have a contractual relationship with the Department. Within OHIP, the Division has primary oversight of 19 participating CHPlus health plans. These health plans process applications, make CHPlus eligibility determinations and maintain the enrollment files on behalf of New York State.

In September 1998, legislation was enacted to expand children's health insurance coverage in New York State. In addition to increasing eligibility levels, expanding the benefit package and reducing cost-sharing requirements, the legislation called for the implementation of locally tailored outreach and facilitated enrollment strategies for the Child Health Plus (CHPlus) and children's Medicaid programs. The legislative intent behind this program, the Facilitated Enrollment (FE) program, was to expand the accessibility and enhance the ease of applying for public health insurance. Organizations eligible to participate in this program are not-for-profit community-based organizations, such as community service agencies, perinatal networks, health care providers and rural health networks. Additional legislation in 1999 expanded the FE program to adults.

The New York State Health Care Reform Act of 2000 authorized an expansion of the Medicaid program by establishing Family Health Plus (FHPlus), a program aimed at low income working adults who have too much income to qualify for Medicaid. A Request for Application (RFA) was released in 2001, to obtain health plans for the provision of Family Health Plus services. Eligible organizations were limited to those health plans participating in Medicaid Managed Care and Child Health Plus. Concurrently, a second RFA was offered to obtain additional FE service coverage from those health plans applying to participate in Family Health Plus.

Currently, Facilitated Enrollment services are provided by community-based organizations and participating health insurance plans. In 2011, the Department contracted with 41 community-based organizations statewide to provide FE services. Presently, 16 health plans also participate in the FE program. In 2011, there were 181 full-time equivalent (FTE) FEs budgeted for the community-based organization FEs and approximately 983 FEs at the participating health insurance plans. The FE program accounts for over 430,000 applications submitted annually for Medicaid, FHPlus and CHPlus.

A procurement to select new facilitated enrollment grantees has been completed. The awards were announced in December, 2011, for contracts effective January 1, 2012. The initial contract period will be one year with the possibility of four one-year extensions. All facilitated enrollers are required to attend the initial Introduction to Facilitated Enrollment training session. Facilitated Enrollment training is offered at various locations in the State with the majority of trainings offered in New York City.

The Division is responsible for establishing the enrollment policy for Medicaid, FHPlus and CHPlus. It ensures that the rules for each program are disseminated to program partners including the LDSS, facilitated enrollers (FEs), participating health insurance plans, EC, qualified providers and any other entities, as determined by the State, that assist individuals

in enrolling in health insurance.

Qualified providers (Providers) are certain health care providers authorized under federal and State rules to make presumptive eligibility (PE) Medicaid determinations for children or pregnant women and also includes designated family planning benefit providers (Providers) authorized to provide application assistance for the Family Planning Benefit Program.

Federal health care reform will expand Medicaid eligibility, and requires the OHIP and the Division to develop the policies and administrative infrastructure that will be necessary in 2014 to implement the provisions and mandates of federal health care reform. This will create a need for ongoing curricula development, delivery and technical assistance to be provided to the LDSS, FEs, EC, Providers and any other entities, as determined by the State, that assist individuals in enrolling in health insurance.

In implementing these education, training and technical assistance services for OHIP and the Division, the successful Bidder should be prepared to demonstrate the ability to manage all aspects of the day-to-day operations of a statewide training program including:

1. The corporate background, experience, and capacity to provide the services as defined in this RFP;
2. Utilization of state-of-the-art training methods and multiple training modalities to develop and conduct training statewide, as required in this RFP, for the LDSS and FEs with varying levels of expertise and experience, EC staff, Providers, and any other entities, as determined by the State, that assist individuals in enrolling in health insurance;
3. Qualified training, technical, and administrative staff;
4. Training services and assistance (related to curricula development and work products);
5. Development and delivery of topic-specific training/training materials to the LDSS, FE organizations, EC and Providers as stipulated in the RFP, and any other entities, as determined by the State, that assist individuals in enrolling in health insurance;
  - Medicaid Training and Technical Assistance Training
    - Training for New LDSS Workers;
    - Training for LDSS Chronic Care Workers;
    - Technical Assistance (TA) Training; and
    - Online Training for Providers.
  - Facilitated Enrollment Training
    - Introduction to Facilitated Enrollment;
    - Continuing Education;
    - Special Topics; and
    - Online Training for FEs.
6. Administration of the training programs;
  - Training delivery;
  - Training schedule development;
  - Curricula and training content development/revision;

- Arrangement and provision of venues for training;
- Travel arrangements (hotel) and reimbursement (mileage) for the eligible LDSS staff attending the trainings for the New LDSS Workers and LDSS Chronic Care Workers;
- Cancellation of scheduled trainings;
- Announcement/publication of all scheduled trainings;
- Provision of online registration;
- Dissemination of all training materials, manuals and online training resources; and
- Documentation and evaluation of training sessions.

7. Provision of written reports.

The Department currently has \$2 million available per year for the contract resulting from this RFP. Should additional funding become available over the term of the contract, the Department may expand the training frequency or the entities to be trained. The contract will have a term of five (5) years with an anticipated start date of June 1, 2012. The term is subject to the availability of sufficient funding, successful Contractor performance and the approval from the New York State Office of the State Comptroller (OSC). The successful Bidder will be expected to assume responsibility for all services offered in the proposal (see Section C. Project Specifications) needed to assist the Division in ensuring that the New York public health insurance programs operate effectively.

## **C. PROJECT SPECIFICATIONS**

### **1. Corporate Background, Experience and Capacity**

The selected Contractor must demonstrate the knowledge and experience required to provide statewide educational and training services for the Department's public health insurance programs.

The Contractor must, at all times, be knowledgeable about changes to policies and procedures within New York's Medicaid, FHPPlus and CHPlus programs so that it can create and adjust curricula as necessary.

The success of the Contractor will rely in part on the accessibility of the Contractor's key project staff to the Division's Albany based policy staff in order to work closely with the Division on new policy initiatives. Other contractor project staff may be regionally located to provide for a cost effective and efficient delivery of trainings. Bidders should propose a physical model (centralized and/or regional) and support its location selection(s) with a narrative justification detailing how the location(s) of project staff will allow for needed accessibility and fulfillment of the requirements of the RFP.

Bidders must have experience utilizing state-of-the-art training methods and multiple training modalities to develop and conduct training and technical assistance training days statewide as specified in this RFP. Bidders must also be able to meet deadlines and possess the knowledge, skills and experience to produce the number of training deliveries/days as described in Section C.5.

Preferred Bidders will possess knowledge and experience with conducting and/or managing training initiatives related to Medicaid, FHPlus and CHPlus.

## **2. Staffing Requirements and Qualifications**

The Contractor shall ensure that the entire project, and each component, is adequately staffed with experienced and knowledgeable personnel who can meet the responsibilities and timeframes outlined in this RFP. The Contractor's project staff shall, at all times, be knowledgeable and fully informed about the requirements, deliverables and status of the various projects required under this RFP, as well as changes in Medicaid, FHPlus and CHPlus eligibility policies and procedures. The Contractor is required to train and ensure that project staff is capable of completing the tasks required by this RFP. Project staff should include the following:

- Project Director
- Sr. Trainer staff
- Trainer staff
- Technical staff
- Administrative staff

Bidders shall provide the Department with an organization chart, depicting for each project training component (see Section C.5.), numbers and types of staff for each component/function and identified lines of authority governing the interaction of staff. The Contractor shall provide the Department with an updated version on an annual basis or as required by the Department.

The Project Director will interact with Division staff and act as liaison regarding trainings, curricula development and all matters related to the contract. In addition, the Project Director will consult with and obtain approval of the Division before beginning training or making adjustments to training modules to ensure consistency, compliance with current policy and the standardization of deliverables.

The Department reserves the right to reject key project staff and any proposed personnel based on inadequate qualifications, poor references or knowledge of previous inadequate performance. In addition, the Department may request changes in staff based on performance and request replacement staff with equal or stronger qualifications.

The Department must be notified in writing, in advance, if the Contractor proposes a change in key project staff. All replacement personnel must be fully qualified for the position. The notice must include the name of the individual being replaced, an explanation for the change, and the name and credentials of the proposed replacement. Any changes or additions in key project staff, once the contract has begun, must also be reported to the Division and resumes submitted to the Division for prior approval (see Attachment 2 - Summary of Staff Qualifications).

## **3. Training Methods and Modalities**

Bidders may propose a variety of methods for delivering the statewide training as described in the RFP. Depending on the specific training component, training shall be delivered using

the traditional classroom format: web-based online computer based training and self-paced learning tutorials; webinars; and on-site TA sessions at LDSS and the EC. The Contractor must demonstrate experience and competence to develop and deliver training and technical assistance including, but not limited to, these modalities.

#### **4. Training Services and Assistance**

The Contractor shall employ and train project staff necessary to conduct and complete all aspects of the training components and requirements as outlined in this RFP. The Contractor must ensure that all staff is adequately trained to address program, process and policy changes on an ongoing basis.

The Contractor must permit Division staff access to records relating to such Contractor staff trainings and, if requested, permit Division staff to attend and monitor trainings provided to project staff.

The Division may assist in providing and/or coordinating a portion of the initial and ongoing training of the Contractor's project staff. It is expected that the Division shall provide the current training materials in hard copy and/or if available, electronically for the following trainings:

- Facilitated Enrollment
  - A three-day Introduction to Facilitated Enrollment course that encompasses Medicaid, FHPlus and CHPlus;
  - A three-day Continuing Education course for FEs;
  - Special Topics Facilitated Enrollment training curricula, such as Self Employment (calculating income for the self-employed), Immigration and Citizenship, and other topics as identified by Division; and
  - Online training curricula for FEs.
- Medicaid Training and Technical Assistance
  - New LDSS Workers and LDSS Chronic Care Workers training curricula;
  - Technical Assistance (TA) training curricula for the Regional Medicaid Consortia, on-site TA training for the LDSS statewide and the EC; and
  - Online training curricula for Providers.
- Instruction and access to related NYS' electronic health insurance eligibility systems as identified by the Division to be able to fulfill the training requirements of this RFP.

#### **5. Development and Delivery of Training Components**

All estimates within this RFP are based on past, current and future estimated needs for the LDSS, FE trainees, EC and Providers. At a minimum, it is a requirement of the Contractor to be able to provide the number of trainings detailed in this section. However, the Department reserves the right to revise the number of deliveries within each training component depending on demand and curricula requirements, and the Contractor must have the capacity to be flexible to accommodate this. A historical training summary is included in this RFP as Attachment 3.

The Contractor must be able to meet the Division's highly specialized needs for the training

of LDSS staff, FEs, EC, Providers and any other entities, as determined by the State, that assist individuals with enrolling in health insurance, and must remain current on all related policies pertaining to the public health insurance programs. When deemed appropriate, State staff may also be required by the Division to attend any of the trainings referenced in this RFP.

Training needs are to be determined on an ongoing basis and may be changed by the Division throughout the contract on an as needed basis. The Contractor must work with the Division to evaluate evolving training needs.

Training components will include, but are not limited to, the following:

## **5.1. Medicaid Training and Technical Assistance**

Medicaid Training and Technical Assistance is comprised of four components: Training for New LDSS Workers, LDSS Chronic Care Workers, Technical Assistance and Online Training for Providers.

### **5.1.1. Training for New LDSS Workers**

This ten-day training session is to be delivered up to nine (9) times annually for LDSS Medicaid eligibility staff, and other staff as determined by the Division, who have limited experience with a Medicaid caseload. The curriculum provides an introduction to the Medicaid program with a focus on the eligibility for individuals who want community-based medical care. The ten-day training session includes, but is not limited to:

- Overview of the Medicaid program (including FHPlus);
- Program eligibility categories and respective budgeting methodologies;
- Immigration criteria for Medicaid eligibility;
- The application process and required documentation (financial and non-financial for each Medicaid category);
- Presumptive eligibility for pregnant women and children;
- Description of situations resulting in Continuous Coverage;
- Excess Income program and spenddown of income;
- Managed Care;
- Introduction to the Medicaid eligibility system: Welfare Management System (WMS);
- WMS subsystems (i.e., Client Notice Systems (CNS), Medicaid Budgeting and Logic (MBL) and Prepaid Capitation Plan);
- Notice requirements for applicants/recipients, including CNS notices;
- Introduction to the Medicare Savings, Family Planning Benefit and COBRA Continuation Coverage programs;
- Third Party Health Insurance coverage; and
- All relevant training materials including, but not limited to, trainer's and trainee manuals, course outlines and agendas, PowerPoint presentations, desk aids, case studies and other resource tools as developed, and evaluation tools including pre/post-tests and trainee evaluation forms.

The majority of the training sessions are held in Albany, New York. Sessions are also held in Long Island, Central and/or Western New York. The specific locations of the training deliveries are based on demand. This training is traditionally delivered in a classroom setting.

The recommended minimum class size for each of the New LDSS Workers training sessions is twenty with a maximum class size of thirty-five trainees. Historically, the average number of trainees per session is thirty. The following notification policies will be in effect:

- If two weeks prior to the session the registration for a session is less than the recommended minimum, the Contractor shall contact the Division to determine if the training should be conducted.
- In addition, the Contractor shall contact the Division if registration exceeds the recommended maximum.

It is the Contractor's responsibility to secure and pay for training space, hotel accommodations and mileage reimbursement for these sessions for the eligible LDSS staff.

The definition of "eligible" is as determined eligible for mileage reimbursement and overnight travel and hotel accommodations in accordance with OSC guidelines for travel reimbursement at <http://www.osc.state.ny.us/agencies/travel/travel.htm/>. Additional special requirements for trainees eligible for overnight stays are described under Section C.6.5.

### **5.1.2. Training for LDSS Chronic Care Workers**

This is a four-day training session to be delivered up to three (3) times annually for LDSS eligibility staff, and other staff as identified by the Division, who have minimum experience with a Chronic Care caseload. The primary focus of this training is on determining eligibility for institutionalized individuals and individuals who receive services from home and community-based programs. The four-day training session includes, but is not limited to:

- Chronic Care budgeting;
- Spousal impoverishment budgeting;
- Procedures involved in processing cases from community Medicaid to Chronic Care status;
- Treatment of real property (including the homestead);
- Look-back period for transfer of assets and transfer penalty calculation;
- Treatment of trusts and annuities;
- Liens and recoveries;
- Resources and the Excess Resource program;
- New York Partnership for Long-Term Care; and
- All relevant training materials including, but not limited to, trainer's and trainee manuals, course outlines and agendas, PowerPoint presentations, desk aids,

case studies and other resource tools as developed, and evaluation tools including pre/post-tests and trainee evaluation forms.

Training locations are based on demand. In 2010, the training locations included Albany, Long Island and Rochester. This training is traditionally delivered in a classroom setting.

The recommended minimum class size for the LDSS Chronic Care Workers training sessions is twenty with a maximum class size of thirty trainees. Historically, the average number of trainees per session is twenty-four. The following notification policies will be in effect:

- If two weeks prior to the session the registration for a session is less than the recommended minimum, the Contractor shall contact the Division to determine if the training should be conducted.
- In addition, the Contractor shall contact the Division if registration exceeds the recommended maximum.

It is the Contractor's responsibility to secure and pay for training space, hotel accommodations and mileage reimbursement for these sessions for the eligible LDSS staff.

The definition of "eligible" is as determined eligible for mileage reimbursement and overnight travel and hotel accommodations in accordance with OSC guidelines for travel reimbursement at <http://www.osc.state.ny.us/agencies/travel/travel.htm>. Additional special requirements for trainees eligible for overnight stays are described under Section C.6.5.

### **5.1.3. Technical Assistance Training**

Topics for inclusion in this component will be identified by Division staff prior to the beginning of each new contract year. As a result, ongoing curricula development will be required to meet the needs of the Division, the LDSS, and the EC staff.

Technical Assistance (TA) training days are half or full-day sessions delivered over a total allocation of up to eighty-five days and will focus on many different Medicaid and Family Health Plus eligibility topics. In the event, a half-day training session is requested, the Department encourages the Contractor to coordinate and schedule two (2) half-day TA sessions in order to provide one (1) full-day of training.

There are eight (8) Regional Medicaid Consortia (see Attachment 4) in the State which generally meet bi-monthly to discuss new Medicaid policies, directives, implementation issues and best practices. The Division local district liaisons facilitate the Consortia meetings which include in each Consortium, Medicaid representatives from the LDSS in that region. Consortium members determine the TA training topics for the Consortium. If a LDSS is unable to meet their training needs through the Consortium, the district may request on-site agency training days for their staff.

The recommended minimum class size for a TA training session is fifteen with a maximum class size of thirty trainees. Historically, the average number of trainees per session is twenty-three. If a LDSS requests training and does not have the minimum recommended, they are responsible for inviting a neighboring LDSS to participate in the training. The following notification policies will be in effect:

- If the registration for a session is less than the recommended minimum, the Contractor shall contact the Division to determine if the training should be conducted.
- In addition, the Contractor shall contact the Division if registration exceeds the recommended maximum. The requesting LDSS provides the training space to host these sessions.

Historically, this training has been held in a traditional classroom setting. However, the Division will consider other training modalities referenced in this RFP. Online computer based trainings or webinars may be an alternative to the classroom setting for certain TA curricula. Bidders may also describe alternative training modalities not referenced in this RFP to be considered by the Division in the future.

The TA days will be split between the Regional Medicaid Consortia and the individual training needs of LDSS statewide, and the EC.

The topics for the Medicaid Consortia and LDSS generally cover more in-depth information than is included in the New LDSS Workers or LDSS Chronic Care Workers curricula, but can include other related Medicaid eligibility policies and guidelines. TA topics have included: Documentation Requirements, Excess Income, Managed Care, Medicaid Categories, Trusts, Medicaid Continuations, Residency, and the Health Insurance Premium Payment calculator. In addition, TA days may be allocated to host regional workshops, conducted by Division staff, with the LDSS to discuss policy changes or may be allocated to additional training days as identified by the Division. In 2010, thirty-six days were allocated to the Regional Medicaid Consortia and forty-seven to Technical Assistance for LDSS.

With the expansion of the EC's functions, some TA sessions may be appropriate for EC staff. These TA sessions will be conducted at the EC site in Albany, New York.

In addition, all relevant training materials including, but not limited to, manuals/packets, course outlines and agendas, PowerPoint presentations, desk aids, case studies, trainee evaluation forms and other resource tools as developed shall be provided to TA trainees.

#### **5.1.4. Online Training for Providers**

Online computer based training is a requirement for designated staff of Medicaid PE Providers and also for designated staff of family planning benefit Providers who offer application assistance for the Family Planning Benefit Program (FPBP). FPBP services and benefits are also covered under Medicaid.

Designated staff of Providers for Medicaid PE for children or pregnant woman must complete online training in order to make PE determinations. Designated staff of Providers offering application assistance for the FPBP must as well. Upon completion of the training modules, the trainee will be given a certificate of training completion. This certificate must be retained by the Provider to show proof of meeting this training requirement. To ensure compliance, the Department will monitor the extent to which designated staff completes the required online training. The Contractor must provide the Division with quarterly lists of staff completing the training and their provider affiliation.

Online training for Providers which is currently available for posting to the training website, as required in this RFP, includes:

- **Presumptive Eligibility (PE) Training**

The PE online training for both the PE for pregnant women and the PE for children under age 19 is comprised of four modules each covering an overview of the PE process including: practice scenarios in completing the PE screening checklist and in completing the Access New York Health Care (ANY) application; reviewing documentation requirements, policies regarding special populations (e.g., pregnant women who are homeless, under age 21 or undocumented) and expanded eligibility coverage for pregnant women; and expanded eligibility and coverage for infants and other family members. In the PE for children under age 19, advanced family size scenarios are also included.

- **PE for Pregnant Women**

Supporting training materials are available to be printed as part of the online training for the PE for pregnant women. These materials include: an overview of the PE process; comprehensive information on the services and benefits provided; step by step guide with explanation of the application process (including a copy of the PE screening checklist, case processing checklist, PE determination letter and the ANY application); instructions on filling out the ANY application; practice scenarios; and instructions on choosing a health plan and processing of the application with the LDSS. Also, upon completion of the training, a certificate shall be provided.

- **PE for Children under Age 19**

Supporting training materials are available to be printed as part of the online training for the PE for children under 19. These materials include: an overview of the PE process; comprehensive information on the services and benefits provided; explanation of the application process (including a copy of the PE screening form, PE determination letter and the ANY application); instructions on filling out the ANY application, practice scenarios; and processing of the application with the LDSS. Also, upon completion of the training, a certificate shall be provided.

- **The Access New York Health Care (ANY) Application**

This online training covers how to fill out the ANY application in applying for Medicaid, Family Health Plus and Child Health Plus. It shall also include any policy updates or changes to the application and be periodically updated. It also includes a module on the Supplement A to the ANY application. Supplement A is used for those applying for Medicaid who are age 65 or older, certified blind or disabled, chronically ill who may not be certified disabled and individuals who are institutionalized and applying for nursing home care.

Supporting training materials are available to be printed as part of the online training for the ANY application. These materials include: the ANY application and Supplement A; instructions on filling out the ANY application and Supplement A; practice scenarios; and processing of the application with the LDSS. Also, upon completion of the training, a certificate shall be provided.

- **Family Planning and Benefit Program (FPBP) Training**

The FPBP training is comprised of three training modules covering the overview of FPBP services, applying for the FPBP and required documentation, and the process for submitting the FPBP or ANY application to the LDSS.

Supporting training materials are available to be printed as part of the online training for the FPBP program. These materials include: comprehensive information on the services and benefits provided; explanation of the application process; a copy of the FPBP and ANY applications; instructions on filling out the applications; practice scenarios; and processing of the application with the LDSS. Also, upon completion of the training, a certificate shall be provided.

## **5.2. Facilitated Enrollment Training**

The Facilitated Enrollment (FE) training curricula is comprised of four components including an Introduction to Facilitated Enrollment, Continuing Education, Special Topics and Online FE training. The majority of the training sessions are held in New York City with sessions also held in Albany, Central and/or Western New York based on training demand.

Historically, FE training has been held in a traditional classroom setting. However, the Division will consider other training modalities referenced in this RFP. Bidders may also describe alternative training modalities not referenced in this RFP to be considered by the Division in the future.

The recommended minimum class size for each of the FE training sessions is thirty with a maximum class size of fifty trainees. Historically, the average number of trainees per session is thirty-three. The following notification policies will be in effect:

- If two weeks prior to the session the registration for a session is less than the recommended minimum, the Contractor shall contact the Division to determine if the training should be conducted.

- In addition, the Contractor shall contact the Division if registration exceeds the recommended maximum. It is the Contractor's responsibility to secure training space for these sessions.

### **5.2.1. Introduction to Facilitated Enrollment**

This three-day training curriculum is delivered up to five (5) times annually to entry-level FEs, and other staff as identified by the Division, with limited experience. Training is intended to provide the program information necessary for an FE to be competent in all aspects of eligibility screening and application assistance for Medicaid, FHPlus and CHPlus. All new FEs are required to attend an Introduction to Facilitated Enrollment (FE) training session, as space permits. Many FE agencies have one or more individuals trained who can then train other staff. The three-day session includes, but is not limited to:

- Overview of the public health insurance programs;
- Role of the facilitated enroller;
- Determination of family size;
- Screening the applicant for program eligibility;
- Rights and responsibilities of the applicant;
- Documentation requirements;
- Immigration criteria for Medicaid, FHPlus and CHPlus eligibility;
- Managed Care;
- Medicaid Excess Income program and spenddown of income; and
- Submission of the Access NY Health Care application.

### **5.2.2. Additional Facilitated Enrollment Curricula**

#### **A. Continuing Education**

As FE staff gain experience, more in-depth training is offered to expand their knowledge of program policies and procedures. This curriculum is currently designed as a three-day session, to be offered up to eight (8) times annually.

Topics include those generally offered in the Introductory curriculum, but also include new policies, procedures and more in-depth training regarding complicated household composition. Extensive case scenarios are included. FE staff attendance is on an as needed basis.

#### **B. Special Topics**

Topics included in this component are for experienced FEs and other staff as identified by the Division. Up to twelve days of this curriculum are offered annually which includes single full-day deliveries of Self Employment training and other Special Topics as identified by the Division. Special Topics curricula, existing and/or to be developed, may be in either half-day or full-day format. In the event, a half-day training session is requested, the Department encourages the Contractor to coordinate and schedule two (2) half-day TA sessions in order to provide one (1) full-day of training.

- **Self Employment**

This is a recurring one-day training session focusing on the specialized topic of income calculation for self-employed persons as it relates to Medicaid, Family Health Plus, and Child Health Plus income eligibility. FEs are expected to attend at least one of these sessions.

- **Special Topics**

Topics are identified by Division staff prior to the beginning of each new contract year. In recent years, this module has included topics such as the revised Access NY Health Care application, complex family composition, and immigration policy. At a minimum, one representative from each participating FE organization must attend a Special Topics session annually. The Special Topics curriculum is intended to be delivered by the participating organization as a Train-the-Trainer model. Depending on space availability, additional staff may also attend.

All relevant training materials for the Facilitated Enrollment training components shall include, but not limited to, trainer's and trainee manuals, course outlines and agendas, PowerPoint presentations, desk aids, case studies and other resource tools as developed, and evaluation tools including pre/post-tests (if required) and trainee evaluation forms shall be provided for all FE training sessions.

### **5.2.3. Online Training for FEs**

Online training for FEs which is currently available for posting to the training website, as required in this RFP, includes:

#### **The Access New York Health Care (ANY) Application**

This online training covers how to fill out the ANY application in applying for Medicaid, Family Health Plus and Child Health Plus. It shall also include any policy updates or changes to the application and be periodically updated. It also includes a module on the Supplement A to the ANY Application. Supplement A is used for those applying for Medicaid who are age 65 or older, certified blind or disabled, chronically ill who may not be certified disabled and individuals who are institutionalized and applying for nursing home care.

Supporting training materials are available to be printed off as part of the online training for the ANY application. These materials include: the ANY application and Supplement A; instructions on filling out the ANY application and Supplement A; practice scenarios; and processing of the application with the LDSS. Also, upon completion of the training, a certificate of completion shall be provided.

## **6. Administration of Training Components**

The following identifies activities for which the Contractor is responsible:

## **6.1. Training Delivery**

The Contractor selected will primarily deliver training curricula utilizing in-person classroom sessions. However, the Contractor shall also utilize state-of-the-art training modalities, as referenced in this RFP. Bidders may also describe alternative training modalities not referenced in this RFP to be considered by the Division in the future.

### **6.1.1. Dedicated Website and Learning Management System**

Bidders should demonstrate the capacity to have a dedicated website for managing the training delivery services for the Medicaid, FHPlus and CHPlus programs. In addition, the website must be supported by a web-based Learning Management System (LMS) for the administration and management of the training as described in this RFP. The LMS functionality will include, but not be limited to: online training announcements and trainee self-service registration; registration confirmation and/or wait-list management; the provision of online learning (e.g., Computer Based Training (CBT) and webinars) including synchronous and asynchronous; pre/post tests (if required), evaluation tools and the processing of certificates of completion. The LMS shall also provide a reference library of all current training materials for each component including, but not limited to: course outlines and agendas; PowerPoint presentations; desk aids; case studies; and other resource tools as developed.

In addition, the LMS will have the capability for eligible LDSS staff registering for the LDSS New Workers or LDSS Chronic Care Workers trainings to communicate the need for hotel accommodations and to submit requests for travel (mileage) reimbursement.

Bidders must demonstrate necessary security measures to ensure any sensitive data submitted by the registrants (e.g., Social Security Number) will not be available to outside entities.

The Contractor is responsible for having a training website functional within sixty (60) days of contract approval by the New York State Office of the State Comptroller (OSC).

## **6.2. Developing the Training Schedule**

An initial training schedule for each training component, for the first contract year, is to be developed, in conjunction with the Division, and submitted to the Division within sixty (60) days of contract approval by the OSC to plan for the specified number of deliveries at regular intervals. The Bidder must demonstrate the capacity to commence training for the specified number of deliveries within ninety (90) days of contract approval by the OSC. All training schedules are to be approved by the Division prior to training delivery, and may later be adjusted, if appropriate.

## **6.3. Curricula and Training Content Development/Revision**

The Division has currently approved training curricula for each training component. However, based on changes in federal and State laws, regulations and guidance or training evaluation data, the Contractor will be responsible for developing new or making

curriculum updates or revisions, including all related ancillary training materials (e.g., training outlines and agendas, trainer/trainee manuals, PowerPoint presentations, handouts, desk aids, case examples, web-based programs and reference materials). The Contractor shall be responsible for meeting the training requests from the Division.

Topic areas will be identified through feedback from all trainings, evaluations and assessments, and new federal and State laws, regulations and guidance. All new and existing curricula must be available in paper and electronic format and where appropriate, as determined by the Division, to be housed on the training website. Training curricula, courses and all ancillary training materials developed with the funds from this contract will become property of the Department.

All necessary materials that the trainers and trainees need in support of each training component are to be developed and supplied by the Contractor. Additional materials created by the Department, such as policy issuances, reference materials, desk aids and standardized program forms will be made available to the Contractor for duplication and dissemination, as appropriate, to the trainees.

Training curricula and ancillary training materials for the LDSS, FEs, EC and other entities, as determined by the State, that assist individuals in enrolling in health insurance are to be updated, if appropriate, before each delivery to ensure compliance with the most current Medicaid, FHPlus and/or CHPlus policies. The Contractor shall submit revision(s) of curricula to the Division for approval.

Online training components shall be updated to reflect program policy changes within thirty (30) days of receipt or notice of said change from the Division or within a reasonable time frame, based on the extent of the required revision(s), as agreed between the Division and Contractor.

Copies of all approved training curricula/ancillary training materials developed by the Contractor must be submitted electronically and in hard copy to the Division in final format at least two weeks prior to delivery.

In the event that the Division directs the Contractor to develop new curriculum, the following development steps will be implemented:

- Participate in an initial in-person meeting with Division staff to discuss goals, objectives and key content areas of the training,
- Develop a preliminary training outline that includes the following:
  - Outlining of content areas;
  - Defining clear and measurable goals and objectives;
  - Describing teaching methodologies and modalities;
  - Listing and description of all trainer and trainee manuals as well as all trainee materials for in-person classroom and/or online CBT trainings to be used as part of the training delivery; and
  - Designing pre/post-testing measurements, if required.

- Present preliminary training outline to Division staff for review and approval and revise the outline in accordance with feedback.
- Proceed with development of a draft curriculum including a trainer and trainee manual, if applicable, once the deliverables cited above have been approved.
- The trainer manual shall, at a minimum, contain:
  - A training agenda, goals and trainee outcomes and competencies;
  - Speaker notes, materials needed, course activities (if required);
  - Methodologies, pre/post-tests (if required) trainee evaluation tool, handouts and PowerPoint presentations/overheads; and
  - Each trainer manual should be self contained with PowerPoint presentations, handouts, and training activities.
- The trainee manual shall, at a minimum, contain:
  - Title page;
  - Agenda;
  - Table of contents (paginated content areas noted);
  - Introduction to the manual clearly outlining the overall goals and objectives of the training;
  - Content sections presented in narrative form or expanded outlines with major points;
  - Copies of handouts, PowerPoint presentations/overheads, case studies and any other training resource materials;
  - Pre/post tests (if required) and trainee evaluation tool; and
  - Travel and accommodation policies, where appropriate.

The training outline and both trainer and trainee manuals, if applicable, including any ancillary training materials for in-person classroom and/or online CBT trainings, shall then be submitted to the Division electronically in Microsoft format.

The Contractor will deliver a pilot presentation to Division staff in order to obtain feedback on the content and method of delivery. Revisions based upon feedback and evaluation of the pilot presentation shall be incorporated by the Contractor in the finalized training curriculum, trainer/trainee manuals and any ancillary training materials, which shall be provided to the Division electronically with one version in Microsoft Office format and one in a searchable PDF file, as well as two hard copies for approval.

Payment will be made based on whether the changes result in revision of existing materials or development of new materials. Reasonable timeframes will be established for new curricula development during initial meeting with Division staff.

#### **6.4. Arranging for and/or Providing Venues for Training**

The Contractor must arrange for required training venues, as appropriate to the specific attendee volume, in a safe environment which is conveniently located and easily accessible. Each site is to be evaluated for proximity to public transportation and/or major roadways, availability of technology to support training deliveries, and cost. All

facilities selected must comply with requirements under the Americans with Disabilities Act (ADA). The Division reserves the right to reject proposed training sites and require the Contractor to identify an alternative site acceptable to the Division. As previously described, these costs will be borne by the Contractor.

Bidders shall provide a plan that identifies and describes the scheduling and payment of training sites including venue cancellation policies and adherence to OSC guidelines for travel reimbursement at <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

#### **6.5. Reserving Hotel Rooms for the Attendees at New LDSS Workers and LDSS Chronic Care Workers Trainings**

It is required that the Contractor, as part of the arrangements for the trainings delivered for the New LDSS Workers and LDSS Chronic Care Workers training sessions, will identify, reserve and pay for hotel accommodations for eligible LDSS attendees. Mileage reimbursement is also provided for the eligible LDSS staff attending these sessions.

Bidders shall provide a plan that identifies and describes the method of reserving hotel accommodations and mileage reimbursement. The plan for hotel accommodations shall include room cancellation policies, procedures for circumstances such as inclement weather and adherence to OSC guidelines.

Travel reimbursement (mileage) for eligible LDSS staff will be reimbursed based on the guidelines and rates published by the OSC at <http://www.osc.state.ny.us/agencies/travel/travel.htm>. The definition of "eligible" is as determined eligible for mileage reimbursement and overnight travel and hotel accommodations in accordance with OSC guidelines for travel reimbursement.

Trainees will be eligible for overnight stays on the night(s) before training if the following conditions are met: the training will begin at 9:00 AM or earlier the following day; **AND** the trainee must travel 50 miles or 1 ½ hours or more from their office location to the training site.

For hotel accommodations, the Contractor should endeavor to obtain NYS overnight accommodation rates. The Contractor will cover the cost of double room accommodations. Trainees must pay the Contractor the difference between single room rates and one-half the cost of a double room if the trainee desires to stay in a single room. The Contractor will cover the cost of single room accommodations in "odd man out" situations (e.g., 13 males, 12 females).

In the event the Contractor is unable to secure hotel accommodations at or below NYS overnight rates as published on the OSC website, the Contractor must request bids from at least three hotels within a reasonable distance of the training site, and choose the lowest bid rate. The hotel selected must be in a safe environment, which is conveniently located to the training site and easily accessible.

## **6.6. Cancellation of Scheduled Sessions with Resultant Costs Incurred by Contractor**

In the event of a necessary cancellation of a reservation for site usage and/or hotel rooms due to circumstances outside of the Contractor's control, reimbursement to the Contractor for any resultant associated cost will be dependent upon the specific cancellation policy of the site. In other words, if a cancellation is necessary, and the policy of the site requires notice beyond what is practical for the specific circumstance, the Contractor will be reimbursed for expenditures associated with this cancellation (e.g., non-refundable deposit). Should the Contractor be able to meet the requirements of the specific cancellation policy, but does not do so, the Contractor will not be reimbursed in this instance.

## **6.7. Publicizing Scheduled Trainings for LDSS and FEs**

The Contractor shall disseminate scheduling and content information for each curriculum delivery. The dedicated website will be used to publicize this information. Additional notification methods may include, but not be limited to, standard mail, email, and/or fax. Bidders must describe the notification process, procedures and timeline to encourage trainee attendance.

## **6.8. Providing Online Registration**

The online registration capability of the LMS is to be established within sixty (60) days of contract approval by the OSC in order to simplify the process and provide information on anticipated attendee volume prior to curriculum delivery.

The Contractor shall send all trainees and their supervisors' registration confirmation within a reasonable time prior to the trainings as described by the Bidder. The Contractor shall also describe and implement a wait-list policy for ensuring follow-up to trainees who are registered and subsequently closed out of a training session due to full enrollment or cancellation, as well as a policy to limit registrants to one time attendance at any one session in a given contract year.

Payment will be provided only once for a specific training session per trainee. If there is a need to retrain a trainee, the Contractor must contact the Division for approval.

## **6.9. Disseminating all Training Materials**

It is the responsibility of the Contractor to provide and disseminate all training materials. This includes the delivery of materials to the training site prior to sessions, and the dissemination of the materials to attendees at each session. Policy or training content identified as needing further clarification or explanation from a training session, which cannot be addressed during the training, is also to be disseminated to attendees, and may be provided electronically.

## **6.10. Documenting and Evaluating Training Sessions**

The Contractor shall maintain a written record of attendees at each training session via use of a sign-in log and shall also collect demographic information for each attendee. Attendees will be required to sign-in for each day of a multi-day curriculum, or each ½ day session if attending two sessions in one day. It is required that the Contractor will develop and administer pre/post-tests (if required) to attendees of each applicable

training delivery to evaluate each attendee's knowledge of the topics covered. Following completion of a training delivery, the session shall be evaluated by attendees' completion of an Evaluation Survey. In order for a trainee to receive a certificate of completion, they must make a commitment to attend all days of the session and complete the pre/post-test for the LDSS New Workers, LDSS Chronic Care Workers and FE training sessions.

Upon request, the Contractor shall make available, for inspection by the Division, workshop and trainer evaluation forms submitted by the trainees. The Contractor shall make available pre/post-test instruments to be used to determine trainees' assimilation of the training session content.

## **7. Reporting**

- 7.1.** The Contractor's Project Director will meet with Division staff every three (3) months regarding the Medicaid Training and Technical Assistance component, every three (3) months for the Facilitated Enrollment component, and additional meetings as needed. A status review will be provided which will include a brief written report about the activities for that period, planned classroom and online training activities, identification of areas requiring further training or clarification and status of revised or new curriculum development. This status report shall include the dates, locations, type of training, number of attendees, and/or number of scheduled participants.
- 7.2.** The Contractor shall provide a written report of the pre/post-test results to each New LDSS Workers and LDSS Chronic Care Workers training attendee and his/her supervisor.
- 7.3.** The Contractor must complete three quarterly reports, as prescribed by the Department, to be received by the Division by COB of the end of the month following the quarter being reported on. If that day falls on a weekend or State holiday, the report will be due on the next business day. To support these reports, the Contractor must present the following information for the project and by training component:
  - 7.3.1.** Narrative and summary charts of all training deliverables which will include the individual type of delivery, number of sessions, days and trainees in attendance at each delivery reported by each quarter to date. The pre/post-test score results and analysis of the attendees' mastery of this material for New LDSS Workers, LDSS Chronic Care Workers, and Introduction and Continuing Education trainings for FE shall be provided. Post-test score results are required for the FE Self Employment and Special Topics training and for certain TA modules. The narrative summary will also include the location, dates and number of participants registered for each delivery, and the number of registrants who canceled, left prior to completion or completed the training. Training registration rosters must be maintained on file for each session delivered and participant data shall be reflected on both a quarterly and cumulative basis. Included in the report shall be a narrative and summary listing of the FE and Provider staff (including provider affiliation) completing each of the online trainings.
  - 7.3.2.** A summary or graphic representation of the trainee evaluations of the deliveries by type, session and trainer(s).

- 7.3.3. Detailed listing of Medicaid Consortia and individual General TA training days by date, Regional Consortium, LDSS, EC, location, topic and trainer.
- 7.3.4. Summary of curriculum development including status of new or revised curriculum for all approved training components and modalities.
- 7.3.5. Quarterly listing of project staff by job title, start date, and detailed explanation for any changes in project staff.

7.4. The Contractor shall complete annual reports, as prescribed by the Department to be received by the Division by COB of the end of the month following the end of year being reported on. If that day falls on a weekend or State holiday, the report will be due on the next business day. To support these reports, the Contractor must present the following information for the project and by training component:

- 7.4.1. Annual summary including summary narrative and cumulative year end chart data. The chart with the cumulative year end data will also include any and all quarterly data as requested above in subsection 7.3. Required fourth quarter data will be included as part of the year end annual report.
- 7.4.2. Summary of curricula development including status of new and revised curricula for all approved training modalities.
- 7.4.3. Year-end summary listing of project staff by job title, start date and detailed explanation for any changes in project staff.
- 7.4.4. Recommendations for improvements and development of new training curricula and identification of areas requiring further training or clarification.

## 8. Contractor Payment

Contractor payment will be based upon the completion of project deliverables. Failure of the Contractor to meet the deliverables outlined in this RFP will result in payments not being processed until they are met. Payment will be based on the receipt of an acceptable quarterly report and expenditure report. Templates for the quarterly and expenditure reports will be provided to the Contractor by the Department.

### Multi-Day Training Sessions:

- 8.1. Payment for training sessions outlined in Sections C.5.1.1, C.5.1.2, C.5.2.1 and C.5.2.2.A. (Continuing Education only) will be based on a per person, per training session cost. Although actual training time may be greater or less than the time allocated by type depending on factors such as audience size or composition, payment will be based upon the type of training session presented, not the actual training time to deliver the training session. If actual training delivery time deviates from the time allocated for the course, the Contractor may be required to explain the reasons for such deviation.
- 8.2. A training session is defined as the delivery of any one of the training components described by content and number of days as outlined in Section C.5. (Development and

Delivery Training Components). For example, the ten (10) day New LDSS Workers training is a complete training session.

- 8.3. Attendance of participants must be documented for the entire training session for payment to occur. In the event that a trainee fails to complete the training session due to unforeseen events, payment will be considered if the Contractor provides an explanation for the trainee's failure to complete the session. If a post-test is required and was not completed by the trainee during the training session due to the trainee's absence, the Contractor must pursue completion of the post-test by the trainee. The post-test shall be sent electronically, by the contractor, to the trainee and trainee's supervisor. Should more than one training course (i.e., more than one session) be delivered in a day, separate original sign-in sheets and pre/post-test (if required) for each session must be maintained by the Contractor. There is the potential for this to occur with the Technical Assistance or FE Special Topics Training sessions. For FE Special Topics Training sessions, post-tests shall be maintained by the Contractor.
- 8.4. The Department will pay the Contractor at the contracted bid price per trainee that attends and completes an in-person training session up to the maximum registration for each training session. The payment for any trainees above the maximum will be at 50% of the contracted bid price per trainee. Prior Division approval is required. Failure to obtain prior approval will result in non-payment for any trainees over the maximum allowed registration.
- 8.5. It is required that the Contractor establishes cancellation policies and procedures acceptable to the Division to account for circumstances such as inclement weather, disaster, or low enrollment. These events should be considered and factored into the bid price. Under no circumstances will a Contractor be paid for a training that has been canceled without Division approval.
- 8.6. A standard sign-in sheet for each day of a training session including printed name, original signature of each attendee, the training course name and number, training location and start and end times, along with applicable pre/post-tests must be completed and maintained by the Contractor.
- 8.7. The Contractor must not charge/collect fees from trainees for the training or for food or beverages provided. Food and beverages are not required to be provided as part of this RFP.

#### **Technical Assistance and FE Special Topics Half-Day or One-Day Training**

- 8.8. Payment for Technical Assistance (see Section 5.1.3) and FE Special Topics (see Section 5.2.2.B) half-day or one-day trainings will be paid on a per diem basis, as detailed in the Bid Form. In the event a half-day training session is requested, the Department encourages the contractor to coordinate and schedule two (2) half-day sessions to provide one (1) full-day of training. All other requirements detailed above will remain in effect for these training sessions.

## **Online Computer Based Training for FEs and Providers**

**8.9.** Payment for the posting of the existing online FE and Provider computer based trainings (CBT) to the training website, as described in Section C., subsections 5.1.4 and 5.2.3. (e.g., PE for children under age 19, PE for pregnant women, FPBP, ANY, etc.) is included as part of the Website Development fee. The cost for the initial posting of the online computer based training (CBT) components should be included on the Bid Form (Attachment 8) under Website Development. The ongoing administration and management of existing online and any future CBTs are to be included on the Bid Form as part of Website Maintenance (Attachment 8). Proposals should include a specific timeline describing the posting/delivery and maintenance process. The Division requires that the online components be delivered within sixty (60) days of contract approval by the OSC. Delivery is considered to be complete when the training is fully accessible to users statewide.

## **Webinars**

**8.10.** Payment for webinars will be paid based on a one time flat fee for each webinar delivered (e.g., potential webinars to be developed if required). Proposals should include a specific timeline describing the delivery and maintenance process. Delivery is considered to be complete when the training is fully accessible to users statewide and the webinar is delivered. Maintenance includes the recording and posting of the webinar to the training website resource library.

## **New Curriculum Development**

**8.11.** Payment for the development of new curricula will be made based on a fee to be charged per curriculum. The fees, as detailed on the Bid Form, will be based on the length of time of the training component, as defined by the Division. Payment will be made based on the following deliverables:

- At the time the Division informs the Contractor of the need for new curriculum development, the Contractor will develop a preliminary outline (Section C. 6.3.), including the amount of time needed to develop the curriculum. Upon approval of the preliminary outline, one quarter of the fee will be released, to be paid in the voucher submitted for the quarter in which the approval was given;
- Upon approval of the draft curriculum, one quarter of the fee will be released, to be paid in the voucher for the quarter in which the approval was given;
- Upon approval of the final curriculum, the final fifty percent of the fee will be released, to be paid in the voucher for the quarter in which Division approval was given. For new online (CBT) courses, the final fifty percent will be released when the course is posted to the website and available to users statewide to be paid in the voucher for the quarter in which it was available.

Payment will be made with the submission of a quarterly voucher/invoice for the fee amount(s) as detailed above.

## **Revision of Existing Curricula**

**8.12.** Payment for the revision of existing curricula will be based on an hourly rate for the revision, as submitted on the Bid Form.

When curriculum revision is required, the Division will provide the Contractor with information on the needed revision. The Contractor will present a timeline to the Division for approval with the number of hours expected to be needed for the revision to be completed. The timeline will also detail the date of submission of the revised curriculum for Division approval.

Upon Division approval of the timeline, the Contractor will undertake the revisions. At the end of each quarter in which revisions are being made, the Contractor will submit timesheets for the work undertaken for payment. If deliverables are expected during the quarter and not met, the Department reserves the right to withhold any or all of the payment until the deliverables are met.

### **Website Development**

**8.13.** As detailed in Section C.6.1.1., the Contractor is responsible for having a dedicated training website functional within sixty (60) days of contract approval by the OSC. Payment for website development will be a one-time fee, to be paid in the voucher for the quarter in which the website is deemed acceptable by the Division.

### **Website Maintenance**

**8.14.** Payment for on-going website maintenance will be based on a yearly fee, and paid in equal amounts quarterly throughout the term of the contract upon submission of a voucher.

Website maintenance fees include general administration, oversight and maintenance of the site that may be required by the Contractor as well as administrative and course management for any online training components and webinars.

New curricula development or revisions to existing curricula for online training components and webinars will be based on the curriculum development and curricula revision rates as submitted on the Bid Form (Attachment 8).

### **Administrative Services Fee**

**8.15.** The Department will pay the Contractor an administrative services fee that will be used to offset the cost of administrative activities including reproducing trainer/trainee training manuals, handouts, reference materials, and for the cost of dissemination to the trainees. The payment for this component of the contract will be by quarterly voucher and based upon the administrative services fee of an amount not to exceed five percent (5%) of the direct costs enumerated in the Bid Form (Attachment 8).

The administrative fee will be paid quarterly upon submission of a voucher provided contract deliverables are met in accordance with the proposal submission and RFP requirements. The Department reserves the right to withhold any or all of this fee in any quarter during the contract term until deliverables are met.

The Bid Form, Attachment 8, provides the Bid components (types of training sessions), maximum number of trainees per session type and total number of sessions expected per contract year. These estimates will form the basis of the contract resulting from this RFP. The number of trainees per session and total number of sessions are not guaranteed.

## **D. PROPOSAL REQUIREMENTS**

### **1. Overview**

This section provides directions for preparing proposals in response to this RFP. Bidders are responsible for carefully reading the RFP and responding to all requests for information. Proposals that fail to conform to the specified format, as well as those that do not include all required information, may be considered non-responsive, at the Department's sole discretion. As a result, the Department may reject such proposals.

### **2. General Submission Requirements**

Proposals may be delivered in person, by mail or via private carrier to the procurement officer specified on the RFP Cover Page. Proposals will not be accepted via fax or email. Proposals submitted in response to this RFP are due by the day and the time specified on the Cover Page. Each proposal should be signed by an official authorized to bind the Bidder to the provisions contained therein.

Bidders are to presume that the contract will begin on June 1, 2012 for the purposes of completing any of the summaries, worksheets, schedules and other documents provided as attachments to this RFP.

The Bidder's proposal should be submitted as two (2) separately sealed volumes. Volume I should contain the Bidder's technical proposal and Volume II should contain the Bidder's cost proposal. **No financial or cost information is allowed in the Technical Proposal.** Compliance with this provision will be evaluated as part of the Compliance Evaluation screening process explained in Section E.1 of this RFP. Failure to comply may result in disqualification of the vendor from consideration for award.

All relevant federal and State laws and regulations must be observed. These include, but are not limited to, statutes pertinent to confidentiality, safety and health standards, equal opportunity in recruitment, salary standards, and protection of human subjects.

### **3. Technical Proposal**

The Technical Proposal is a description of how the Bidder intends to accomplish the deliverables set forth in the RFP.

**No cost information should be included in any part of the Technical Proposal.**

The proposal should address all aspects of the Project Specifications. Additionally, it should reflect a solid understanding of the scope and purpose of the training, training curriculum and materials and tasks required under this contract.

To promote uniformity of preparation and to facilitate review, technical proposals should include the following information, in the order prescribed below, and comply with the following general format requirements. The Department discourages overly lengthy proposals; hence proposals should be direct, clear, and concise.

The Technical Proposal should include, at a minimum, the following ten (10) components, and be organized in the following order:

1. Proposal Transmittal Form
2. Table of Contents
3. Executive Summary
4. Corporate Background, Experience and Capacity
5. Staffing Requirements and Qualifications
6. Training Methods and Modalities
7. Training Services and Assistance
8. Development and Delivery of Training Components
9. Administration of Training Components
10. Reporting

The Technical Proposal (including all copies thereof) should meet the following general formatting guidelines:

- Use white, letter size paper (8.5 x 11 inch), double-sided;
- All margins should be a minimum of one inch with double spaced text;
- Font type for narrative information should be a minimum of 11 point;
- Submitted in a three ring binder;
- Use tab dividers for each section of the proposal; and
- Clearly number pages of the proposal, with each section of the proposal separately numbered and identified in the Table of Contents.

The Technical Proposal should be submitted under a sealed cover separate from the Cost Proposal, and clearly marked in bold "Technical Proposal Training Services for the Medicaid, Family Health Plus and Child Health Plus Programs – FAU #1112090305".

### **3.1. Proposal Transmittal Form**

The Proposal Transmittal Form (Attachment 5) will be evaluated as part of the Compliance Evaluation screening. Failure to comply may result in disqualification of the Bidder's proposal. The Transmittal Form should include:

1. The Bidder's complete name and address;
2. The legal structure of the entity submitting the offer;
3. The Federal Employer Identification Number (FEIN);
4. New York State Vendor ID Number, if known;

5. The Charities Registration Number, if a non-profit entity;
6. The name, mailing address, email address, fax number and telephone number for both the authorized signatory and the person the Department should contact regarding the proposal;

and the following Bidder attestations:

- a. the Bidder accepts the contract terms and conditions contained in this RFP including any exhibits and attachments and has received and acknowledged all Department amendments to the RFP, as may be amended;
- b. the Bidder has experience managing and conducting educational and training services programs;
- c. the Bidder has experience utilizing state-of-the-art training methods and multiple training modalities in developing and conducting training and technical assistance;
- d. the Bidder is prepared, if requested by the Department, to present evidence of legal authority to do business in New York State, subject to the sole satisfaction of the Department;
- e. the Bidder (i) does not qualify its proposal, or include any exceptions from the RFP and (ii) acknowledges that should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the Department;
- f. the proposal of the Bidder, including all pricing, will remain valid for a minimum of 365 calendar days from the closing date for submission of proposals;
- g. the Bidder either:
  1. includes a disclosure of any potential conflict of interest, including but not limited to, all business, financial, or beneficial relationships or interests in any local departments of social services offices, and/or all business, financial, beneficial and/or ownership interests in any managed care plan and/or health insurance program operating in New York State. In cases where such a relationship(s) and/or interest(s) exists, the Bidder should (i) describe how an actual or potential conflict of interest and/or disclosure of confidential information relating to an award under this RFP will be avoided, and (ii) state that the Bidder guarantees knowledge and full compliance with the New York State Public Officers' Law, as amended, including but not limited, to Sections 73 and 74, with regard to ethical standards applicable to State employees;  
**OR**
  2. states there is no conflict(s) of interest.
- h. The Bidder does/does not propose to utilize the services of a subcontractor(s). If the proposal includes the services of a subcontractor(s), the Bidder should

include, in an attachment to the Transmittal Form, a subcontractor summary for each subcontractor, including:

1. Complete name of the subcontractor;
2. Complete address of the subcontractor;
3. A general description of the type and scope of work the subcontractor will be performing;
4. Percentage of work the subcontractor will be providing;
5. A statement confirming that the subcontractor is prepared, if requested by the Department, to present evidence of legal authority to do business in New York State, subject to the sole satisfaction of the Department;
6. Written confirmation that the subcontractor agrees to comply with all commitments agreed to by the Bidder in performing the contracted work as well as agreement with the project and the costs and a commitment to perform work indicated in the time period specified; and
7. The subcontractor's assertion that it does not discriminate in its employment practices with regards to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

The Transmittal Form should be signed by an individual authorized to bind the Bidder in a contract with New York State.

Evidence of failure to comply with these attestations may result in disqualification from the procurement process or withdrawal of any proposed contract award.

### **3.2. Table of Contents**

The Table of Contents should contain beginning page numbers for each section and subsection of the proposal.

### **3.3. Executive Summary**

The Executive Summary should condense and highlight the contents of the Bidder's Technical Proposal in such a way as to provide the Department with a broad understanding of the entire Technical Proposal. In addition, the Executive Summary should contain a brief synopsis of the Bidder's understanding of the various review components. The Executive Summary should contain a brief synopsis of the major points contained in the Technical Proposal, including company profile. Provide a brief summary of your training background, qualifications, experience and staffing plan.

### **3.4. Corporate Background, Experience and Capacity**

Describe your organization's training experience, including familiarity with conducting and/or managing training initiatives; expertise in working with multiple sites and in multiple modalities; working with diverse trainee populations with varying levels of expertise and experience, inclusive of, but not limited to, not-for-profit community-based organizations (CBOs), governmental agency staff, and CBO and health plan facilitated enrollers. Describe your knowledge of, or experience with, the Medicaid, Family Health Plus and/or Child Health Plus programs, either in a training capacity, or otherwise.

The Bidder should identify all subcontractors that it intends to use, if any, in fulfilling the requirements of this project and the relevant experience of each. The subcontractor(s)' role and experience should be clearly defined and described. The Bidder should submit a letter from each planned subcontractor stating their commitment to participate in the project described in this RFP, and their understanding of what their responsibilities will be in relation to this project.

Proposals should include at least one, but no more than three business references that demonstrate the Bidder's experience in the past five years in the areas for which services are being offered. Each reference should include the name, address and phone number of the client organization and of the responsible project manager at the client organization. These references should all be relevant to projects undertaken in the last five years. Each reference should include a brief description of the services performed by the Bidder.

### **3.5. Staffing Requirements and Qualifications**

For all activities and tasks to be undertaken by the Contractor in fulfilling the requirements of this RFP, Bidders' proposals should provide an organizational chart depicting:

- The names and titles of key management personnel, if known;
- All cross-cutting functional components of the project;
- Number and types of staff for each functional component;
- The lines of authority governing the interaction of staff; and
- Relationships with subcontractors, if applicable.

The Contractor shall supply the Division with an updated version on an annual basis, or upon request by the Division.

Bidders shall also complete and submit the Proposed Staffing Level Worksheet (Attachment 6) for contract years one through five.

Additionally, the Bidder shall:

- Submit information demonstrating organizational, corporate and staff qualifications to provide services as defined by the RFP. The Bidder should ensure that ample staffing levels are maintained to appropriately perform the activities and tasks described in this RFP;
- Submit resumes of all known staff, and include job descriptions and qualifications for each staff position. This information should describe the known proposed staff's knowledge of New York's Medicaid, Family Health Plus and Child Health Plus programs;
- Describe the recruitment plan for ensuring ideal staffing levels, how you will retain staff and avoid turnover; and

- Submit information that demonstrates the Bidder's ability to dedicate the necessary resources required to provide the requested services.

### **3.6. Training Methods and Modalities**

Describe in detail the variety of methods you propose to use to deliver the statewide training as described in Section C.5. (Development and Delivery of Training Components) and related subsections of this RFP. Demonstrate your experience and competence in the development and delivery of each individual training component and for each method and modality proposed.

### **3.7. Training Services and Assistance**

The Contractor shall employ and train project staff necessary to conduct and complete all aspects of the training components and requirements outlined in this RFP. The Contractor must ensure that staff is adequately trained to address program, process and policy changes on an ongoing basis.

The Contractor must permit the Division access to records relating to such training and, if requested, permit Division staff to attend and monitor trainings provided to project staff.

The Division may assist in providing and/or coordinating a portion of the initial and ongoing training of the Contractor's project staff. In addition, the Division will provide designated program specialists for the Contractor's project management staff to seek policy clarification and guidance. As needed, such interactions will be coordinated through the Division's project coordinator for this contract.

The bidder should provide a proposed training strategy for educating and re-educating new and existing staff who will work on this project, recognizing the level of complexity that exists within the Medicaid, FHPlus and CHPlus programs' policies, rules and regulations.

It is expected that the Division will provide the successful Bidder with the current training materials, electronically and/or in hard copy. In addition, access will also be granted to the State's most current policy manuals, administrative directives and memorandums, General Information Services (GIS) messages and other policy related materials. Some of this information is currently available on the NYSDOH website at <http://www.health.ny.gov>. The CHPlus ADMs and informational letters are only available in hard copy.

### **3.8. Development and Delivery of Training**

Provide a narrative that specifically addresses how you will provide the training and technical assistance as described in the Project Specifications section of this RFP. Demonstrate that you have the knowledge, skills and experience to implement the proposed project activities defined in the Project Specifications in Section C.5.

As training needs are occasionally adjusted on an as needed basis, address your

approach to the development of new curricula, and the revision of existing curricula.

Address your approach to the provision of **each** of the following training components:

1. Medicaid Training and Technical Assistance
  - 1.1 Training for New LDSS Workers
  - 1.2 Training for LDSS Chronic Care Workers
  - 1.3 Technical Assistance Training
  - 1.4 Online Provider Training
  
2. Facilitated Enrollment Training
  - 2.1 Introduction to Facilitated Enrollment
  - 2.2 Additional Facilitated Enrollment Curricula
    - Continuing Education
    - Special Topics
  - 2.3 Online FE Training

### **3.9. Administration of Training Components**

Describe in detail your ability to provide each of the training components and satisfy each of the deliverables identified in the Project Specifications of this RFP. Specifically, address each of the responsibilities defined in Section C.6. of this RFP.

If a particular deliverable is to be met in whole or part by a subcontractor, clearly define the role of the subcontractor and detail the activities and/or materials for which the subcontractor will be responsible. Describe your business experience, if any, with the proposed subcontractor(s). As each deliverable is ultimately the responsibility of the Contractor, describe your approach to adjusting project workflow in a timely manner in the event of a non-performing subcontractor.

#### **3.9.1. Development and Maintenance of Website**

Describe your ability to develop and maintain a dedicated website to the training activities identified in this RFP, Section C.6.1.1. Include in your discussion, all subsections of Section C.6. including, but not limited to: provision of an online announcement, registration and scheduling capability as well as online training. This online training should include, but is not limited to, online CBT, self-paced tutorials, webinars, and access to training reference materials.

### **3.10. Reporting**

The successful Bidder is expected to attend regular in-person project meetings and provide project reports, as detailed in Section C.7. of this RFP. Describe your ability to meet the following deliverables within the required timeframes:

- The Contractor's Project Director, and additional project staff as appropriate, will meet with Division staff every three (3) months regarding the Medicaid Training and Technical Assistance components, and every three (3) months for Facilitated Enrollment;

- At the time of the above meetings, the Contractor will provide a status review, including written reports, of the completed training activities for the period and trainee evaluations, as well as future planned trainings;
- Quarterly Reports, as prescribed by the Division, shall be submitted to the Division by COB of the end of the month following the quarter being reported on; and
- Annual Reports, as prescribed by the Division, are to be submitted to the Division by COB of the end of the month following the end of the year being reported on.

#### **4. Cost Proposal**

The Bidder should submit a Cost Proposal separate from the Technical Proposal. The Cost Proposal should be submitted in a sealed package, clearly labeled “Cost Proposal - Training Services for the Medicaid, Family Health Plus and Child Health Plus Programs FAU #1112090305”, and contain the following components:

- Bid Form (Attachment 8)
- Lobbying Form (Attachment 9)
- Vendor Responsibility Attestation (Attachment 10)
- M/WBE Utilization Plan (Attachment 11)

Cost Proposals should be accurate, clear and concise. The Department reserves the right to reject any bid with discrepancies in the Cost Proposal.

##### **4.1. Bid Form**

Attachment 8 contains the Bid Form that should be submitted in response to this RFP. Compliance with this provision will be evaluated as part of the Compliance Evaluation screening process explained in Section E.1. of this RFP. Failure to comply may result in disqualification of the vendor from consideration for award.

The Bid Form must contain pricing for all bid categories. The following assumptions should be used when completing the Bid Form:

1. Cost per pupil per session for in-person classroom training and cost of per diem training includes the following:
  - Training Preparation
  - Facility Rental (not applicable to TA per diem)
  - Trainer Travel
  - Material preparation and duplication (not covered by administrative fee)
2. Website Development will be a one-time fee to be paid in year one at the end of the quarter in which the website is developed and approved by the Division.

3. Website Maintenance includes general administration, oversight and maintenance of the training website as well as course management for online training components and webinars.
4. The annual administrative fee will be paid in equal quarterly disbursements provided deliverables are met in accordance with the proposal submission and RFP requirements. The Department reserves the right to hold back any or all of this fee in any quarter during the contract period until deliverables have been met.
5. The total annual bid price cannot exceed \$2M. Bids that exceed this amount will be disqualified.

#### **4.2. Lobbying Form**

The Lobbying Form found in Attachment 9 should be completed and included in the Cost Proposal. The Lobbying Form should list the responsible corporate officer for contract negotiation and be signed by the responsible corporate officer.

#### **4.3. Vendor Responsibility Attestation**

The Vendor Responsibility Attestation (Attachment 10) should be completed and included in the Cost Proposal.

This document is explained in detail in Section F.11. Submission of this document will be evaluated as part of the Compliance Evaluation screening process explained in Section E.1. of this RFP. Failure to comply may result in disqualification of the vendor from consideration for award.

#### **4.4. Minority/Women Business Enterprise (M/WBE)**

The Cost Proposal should include the Minority/Women Business Enterprise (M/WBE) Utilization Plan Form or evidence of certified M/WBE status (Attachment 11).

The M/WBE requirements are explained in detail in Section F.18. Submission of the document will be evaluated as part of the Compliance Evaluation screening process explained in Section E.1. of this RFP. Failure to comply may result in disqualification of the vendor from consideration for award.

#### **4.5. Company's Financial Capacity and Stability**

If requested by the Department during the evaluation process, Bidders should be prepared to provide evidence of their financial ability to perform the terms and conditions of the contract. Each Bidder should be able to provide independently audited financial statements (not annual reports) for the last three full years of operations, even if they are proprietary in nature.

If a Bidder is not required to have audits performed, other evidence of financial ability to perform this project should be available. At a minimum, this should include a Comprehensive Dunn and Bradstreet Report and the last three full years of internal

financial statements.

In addition, the information as described above should be available for major subcontractors. If the Bidder proposes to subcontract any portion of the work required under the contract and the subcontractor will be paid more than \$100,000, the subcontractor should have the same financial information available for submission as is required in this section for the Bidder.

## **E. METHOD OF AWARD**

The Department will establish separate technical and cost evaluation committees and conduct a comprehensive and impartial evaluation of all proposals submitted. It is expected that the evaluation committee will be comprised of State staff that work for, or in conjunction with, the Department. The Department may designate other individuals to serve as staff to the committee and to provide assistance in the evaluation process.

At the discretion of the Department of Health, all bids may be rejected. The Department will conduct a fair, comprehensive, and impartial evaluation of each proposal received within the stated timeframe in response to this RFP. Program staff from within the Department will evaluate Technical and Cost Proposals, and all documentation submitted by Bidders. At any time during the evaluation, the Division may request clarification from any Bidder regarding any part of their proposal.

The technical and cost proposals will be evaluated separately. The results of the technical and cost evaluations will be weighted and combined for purposes of awarding contracts. The weighting will be as follows: 70% of the total points allowed for the technical proposal, and 30% of the total points allowed for the cost proposal.

Responses to each section of this RFP comprise a proposal. The clarity, specificity, thoughtfulness, and completeness of the response will determine how well a proposal scores. The specific evaluation process will include a:

- Compliance Evaluation;
- Comprehensive Technical Proposal Evaluation;
- Cost Proposal Evaluation; and
- Final Selection and Contract Award.

### **1. Compliance Evaluation**

The Department will check each proposal to determine if the following minimum requirements were successfully met:

- The technical proposal is submitted prior to required deadline;
- The cost proposal is submitted prior to required deadline;
- The cost proposal is submitted separately from the technical proposal; and
- The Bid Form (Attachment 8) contains pricing for all bid components.

In addition, the Department will also check for submission of these documents:

- Signed *Transmittal Form* (Attachment 5), including required attestations;

- A complete *Bid Form* (Attachment 8);
- A complete *Lobbying Form* (Attachment 9);
- A complete *Vendor Responsibility Attestation* (Attachment 10); and
- A complete *M/WBE Utilization Plan* or evidence of certified M/WBE status (Attachment 11).

Proposals found to be incomplete or non-responsive may be disqualified. Only those proposals meeting the minimum requirements will qualify for the comprehensive technical and cost evaluation processes. The Department reserves the right to waive minor irregularities at its discretion or request clarification.

## 2. Comprehensive Technical Proposal Evaluation

The Department will conduct a comprehensive technical evaluation of the proposals that meet the provisions of the compliance evaluation. The Department will examine whether all critical elements described in the RFP have been addressed, the quality of meeting the requirements in each proposed area, the capabilities of the Bidder, and any other aspect determined relevant by the Department.

The highest scoring technical proposal will receive the maximum score of 70 points. Other Bidders will receive a proportionate score according to the following formula:

$$t = (a/b) \times 70 \text{ where}$$

a = technical score for proposal being scored,

b = technical score of the highest scoring proposal,

t = normalized technical proposal score for Bidders being scored and

70 = the total technical points available.

## 3. Cost Proposal Evaluation

The Department will evaluate cost proposals for all Bidders that meet the minimum requirements of the compliance evaluation. The evaluation team for the cost proposal evaluation will be comprised of different individuals than the technical proposal evaluation team.

The Bidder with the lowest total bid will receive the maximum score of 30 points. Other Bidders will receive a proportional score using the following formula:

$$r = (n/z) \times 30 \text{ where}$$

n = lowest total cost,

z = total cost for Bidder being scored,

r = normalized cost score for Bidder being scored and

30 = total cost points available.

## 4. Final Selection and Contract Award

At the conclusion of the evaluation of the technical and cost proposals the Department will identify the Bidder that reflects the "best value" to the Department. Best value is defined as the basis for awarding contracts for services to the Bidder, which optimizes quality, cost and efficiency among responsive and responsible offerors.

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

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

## **5. Notification of Award**

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

## **F. ADMINISTRATIVE**

### **1. Issuing Agency**

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

### **2. Inquiries**

Prospective Bidders may submit questions relating to the RFP in writing by email to the designated contact listed on page i of the RFP. To the degree possible, each question should cite the particular RFP part and section to which it refers. Questions must be received by the Department on or before 3:00 P.M. Eastern Time on the date specified in the schedule of key events on the cover page of the RFP.

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

This RFP, as well as RFP questions and answers, updates and/or modifications, will be posted on the Department of Health's website at <http://www.health.ny.gov/funding/>. All such updates will be posted on or about the date identified on the cover sheet of this RFP.

There will not be a Bidder's conference in conjunction with this RFP.

### **3. Submission of Proposals**

Interested Bidders should submit:

Technical Proposal: two (2) signed originals, ten (10) copies in hard copy format and one electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only; and

Cost Proposal: two (2) signed originals, six (6) copies in hard copy format and one electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only.

Original proposals should be marked as such. Where signatures are required, the original proposal materials should be signed in ink (electronic signatures are not acceptable).

The hardcopy sets and CD of the technical proposal should be packaged, labeled and sealed separately from the hardcopy sets and CD of the cost proposal. If practical, the separate technical and cost packages should be mailed as one parcel.

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

Responses to this solicitation should be clearly marked "**Training Services for the Medicaid, Family Health Plus and Child Health Plus Programs – FAU #1112090305**" and directed to:

Cherlyn More  
Health Program Administrator 2  
Office of Health Insurance Programs  
NYS Department of Health  
Corning Tower, Room 2019  
Albany, NY 12237

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

#### 4. **Reserved Rights**

The Department of Health reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. 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;

7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful Bidder within the scope of the RFP in the best interests of the State;
13. Conduct contract negotiations with the next responsible Bidder, should the agency be unsuccessful in negotiating with the selected Bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 365 days from the bid opening; and,
16. 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.

## **5. Public Information**

Disclosure of information related to this procurement and the resulting contract shall be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law. The State shall take reasonable steps to protect from public disclosure any of the records relating to this procurement that are exempt from disclosure. Information constituting trade secrets or critical infrastructure information for purposes of FOIL shall be clearly marked and identified as such by the Contractor upon submission. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the State.

## **6. Voucher Submission, Payment and Supporting Documentation**

If awarded a contract, the Contractor shall submit invoices and/or vouchers to the State's designated payment office:

New York State Department of Health  
Office of Health Insurance Programs,  
Division of Health Reform and Health Insurance Exchange Integration  
Corning Tower Building - Room 1619  
Attention: Training Program Coordinator  
Albany, New York 12237

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 procedures and practices. The Contractor shall comply with the OSC's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the OSC'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 New York State 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 of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Successful completion of the required activities under this contract shall be determined solely by the Department. Payment terms are outlined in Section C.8. of the RFP.

## **7. Term of Contract**

This agreement shall be effective upon approval of the NYS Office of the State Comptroller (OSC). Work can not begin until the OSC approves the agreement resulting from this RFP process.

It is anticipated that the Department will award a contract for a five year period beginning June 1, 2012. It is required that all review work and deliverables will be completed by the Contractor prior to May 31, 2017.

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.

## **8. Early Termination Transition Plan**

If the contract is terminated early (i.e., prior to May 31, 2017), the Bidder will work with the State to transition any documents, reports, files, activities, and responsibilities to the Department, or its designee, to maintain and continue the requirements as set forth in this RFP.

## **9. Debriefing**

Once an award has been made, Bidders may request a debriefing with regard to their proposal. Debriefings will be conducted in accordance with the State Finance Law. 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.

## **10. 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 OSC. These procedures can be found on the OSC website at [http://www.osc.state.ny.us/agencies/gbull/g\\_232.htm](http://www.osc.state.ny.us/agencies/gbull/g_232.htm).

## **11. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that State agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://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](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](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 10).

## **12. 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 Form Contract Start Date through End of Contract Term" (Attachment 12) 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" (Attachment 13) 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.

## **13. Lobbying Statute**

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

- a. Makes the lobbying law applicable to attempts to influence procurement

contracts once the procurement process has been commenced by a State agency, unified court system, State legislature, public authority, certain industrial development agencies and local benefit corporations;

- b. Requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c. Requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d. Authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e. Directs the Office of General Services to disclose and maintain a list of non-responsible Bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f. Requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- g. Expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- h. Modifies the governance of the New York State Commission on Public Integrity;
- i. Provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- j. Increases the monetary threshold which triggers a lobbyists 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.

**14. 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.

**15. 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.dhSES.ny.gov/ocs/breach-notification/>.

**16. New York State Tax Law Section 5-a**

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded State contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are

in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD (Attachment 14) attached hereto. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

Contractor must complete and submit to the Department of Health the form ST-220-CA (Attachment 14) 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.

**17. Piggybacking**

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

**18. M/WBE Utilization Plan for Subcontracting and Purchasing**

The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from a M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBE's is at least 20% of monies used for contract activities (Minority-owned – 10%; Women-owned – 10%). In order to assure a good-faith effort to attain this goal, the DOH requires that Bidders complete the M/WBE Utilization Plan (Attachment 11) 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.

## **19. Indemnification**

1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.
2. The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and the Department from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the Contractor, its agents, employees, partners or subcontractors, without limitation; provided however, that the Contractor shall not indemnify for the portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.
3. The Contractor shall indemnify, defend and hold the Department harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and cost which may be finally assessed against the Department in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or other third party proprietary right in relation to the Products furnished or utilized, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute of claim arises relative to a real or anticipated infringement, the State may require the Contractor, at Contractor's sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner shall require.
4. The Contractor shall not be obligated to indemnify that portion of damages, expenses (including reasonable attorneys' fees), claims, judgment, liabilities, cost or other dispute based upon; i) Department's unauthorized modification or alteration of a Product; ii) Department's unauthorized use of the Product in combination with the products not furnished by the Contractor; iii) Department's unauthorized use in other than the specified operating conditions and environment.
5. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the obligation, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable, (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Department up to the dollar amount of the Contract Award. Time is of the essence in matters where the uses of any item(s) or part(s) thereof are enjoined.

6. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being “without limitation”, and regardless of the basis on which the claim is made, the Contractor’s liability under the Contract for direct damages shall be limited to two (2) times the dollar amount of the contract including any amendments. Unless otherwise specifically enumerated herein, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
7. Notwithstanding the foregoing or anything herein to the contrary, the Department will not consider any limitation of liability for personal injury or death, infringement, or damage to real or personal property, regardless of the nature of the damages sought for any such claim.
8. The Department may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor, or may proceed against the performance and payment bond, maintenance or demolition bond, or letter of credit, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.
9. The Department does not agree to any indemnification provisions that require the Department to indemnify or hold harmless the Contractor or third parties.

**20. Web-Based Information and Application Access**

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

**G. LIST OF APPENDICES**

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

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B - Request for Proposal
- APPENDIX C - Proposal
  - The Bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.
- APPENDIX D - General Specifications
- APPENDIX E
  - Unless the Contractor is a political sub-division of New York State, the Contractor shall provide proof, completed by the Contractor's insurance carrier and/or the Workers'

Compensation Board, of coverage for:

- Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
  - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/OR Disability Benefits Insurance Coverage Is Not Required; OR
  - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
  - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
  
- Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
  - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/OR Disability Benefits Insurance Coverage Is Not Required; OR
  - **DB-120.1** – Certificate of Disability Benefits Insurance; OR
  - **DB-155** – Certificate of Disability Benefits Self-Insurance
  
- APPENDIX G – Notices
  
- APPENDIX H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)
  
- APPENDIX X - Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

## H. ATTACHMENTS

1. New York State Public Health Insurance Programs
2. Summary of Staff Qualifications
3. Historical Training Summary
4. Medicaid Consortia Regions
5. Proposal Transmittal Form
6. Proposed Staffing Level Worksheet, Contract Years 1 through 5
7. No Bid Form
8. Bid Form
9. Lobbying Form
10. Vendor Responsibility Attestation
11. M/WBE Procurement Forms
12. State Consultant Services Form A
13. State Consultant Services Form B
14. NYS Taxation and Finance Contractor Certification Forms ST-220-TD/ST-220-CA
16. Sample Standard State Contract with Appendices
  - Appendix A – Standard Clauses for All New York State Contracts
  - Appendix D – General Specifications

Appendix G – Notices

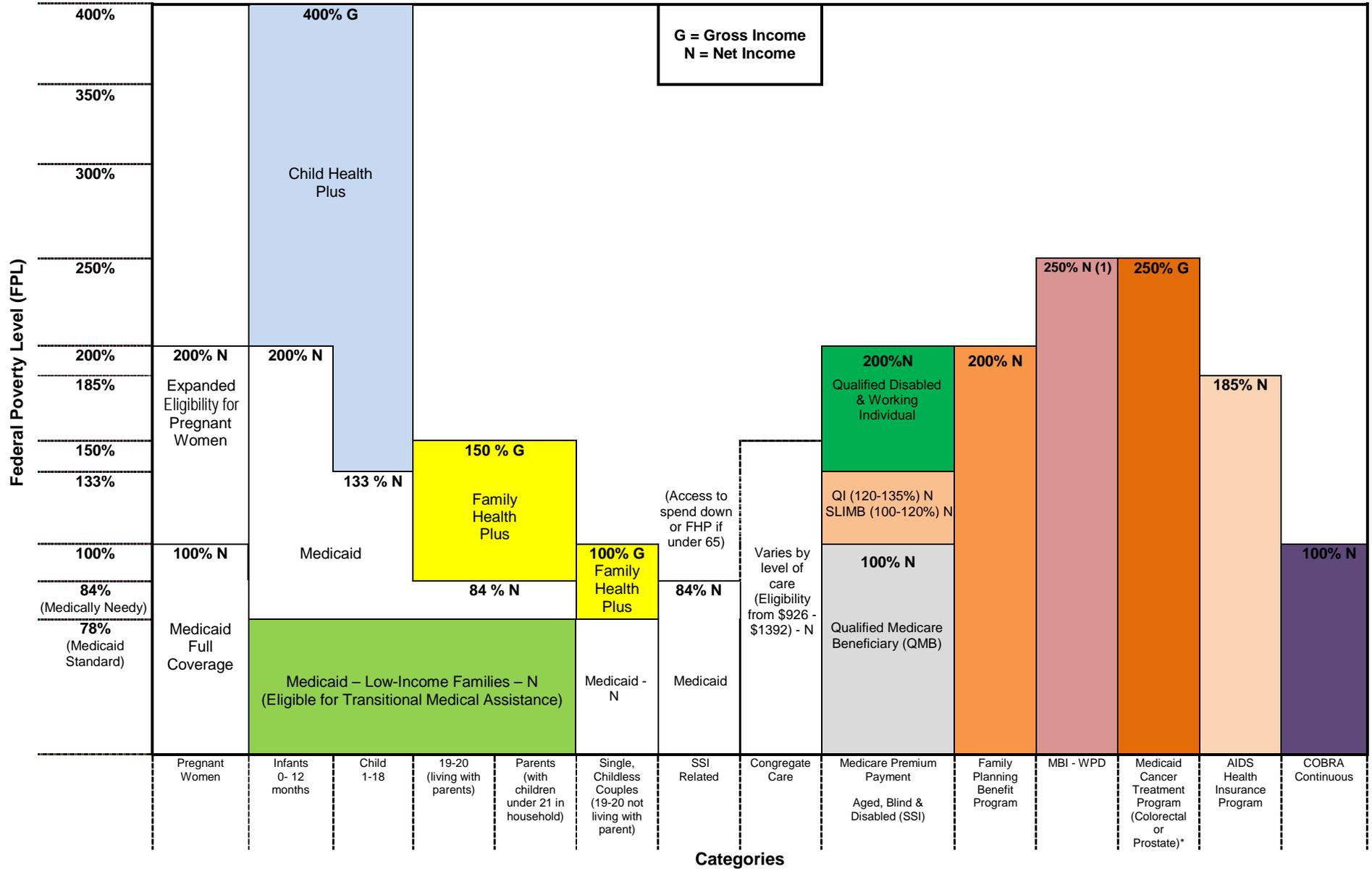
Appendix H – Health Insurance Portability and Accountability Act (HIPAA)

Appendix X - Modification Agreement Form

## **ATTACHMENTS**

# Attachment 1 - New York State Public Health Insurance Programs

Effective November 2011



New York State Department of Health, Office of Health Insurance Programs  
 Division of Coverage and Enrollment, Bureau of Policy Analysis and Initiatives  
 Revised on 12.02.11

\* No income limit for Breast or Cervical Cancer

## Attachment 2

### Summary of Staff Qualifications

Position	Qualifications/Experience	Job Description/Summary of Work Activities
Project Director	<p>Qualifications:</p> <ul style="list-style-type: none"> <li>• Bachelor's degree</li> <li>• At least five years of demonstrated progressive work history, including three years experience in managing staff and overseeing the creation, development and delivery of educational training in varied modalities;</li> <li>• Strong organizational, written and verbal communication skills;</li> <li>• Ability to think creatively and strategically;</li> <li>• Capable of working both independently and as a member of a team;</li> <li>• Proficient in the use of standard office technology and basic Microsoft applications including PowerPoint; and</li> <li>• Ability to travel and stay overnight.</li> </ul> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> <li>• Master's degree in public administration, business, training and communication or field closely related to public health care;</li> <li>• Experience in the creation and delivery of training on public health insurance programs; and</li> <li>• In-depth knowledge of Medicaid, Family Health Plus and Child Health Plus eligibility policy and coverage policy issues.</li> </ul>	<p>The Project Director will report to and act as the primary liaison to the Division's Project Coordinator. Furthermore, the Project Director will ensure that all aspects of the project components included in the RFP are successfully and efficiently managed and completed. Therefore, the knowledge, skills and abilities of a Project Director must effectively complement those of the rest of the team. General work activities may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Ensuring that project requirements are identified and effectively communicated to all project staff;</li> <li>• Overseeing all of the Contractor's project training requirements to ensure that objectives are being met timely and consistently;</li> <li>• Overseeing the development and updating of all program curricula and training materials ensuring that each specific curriculum and related training materials reflect current Department policy;</li> <li>• Evaluating staff activities and progress to ensure effective management of staff responsible for developing, delivering and updating Medicaid, Family Health Plus (FHPlus) and Child Health Plus (CHPlus) training and training materials for local departments of social services (LDSS), Facilitated Enrollers, Enrollment Center staff and online training for Providers;</li> <li>• Developing and maintaining the schedule of trainings;</li> <li>• Evaluating the training projects and recommending modifications based on that evaluation;</li> <li>• Reporting to Division Project Coordinator on potential issues and resolution of those issues;</li> <li>• Designing, implementing, maintaining and evaluating quality control and assurance procedures;</li> <li>• Providing quarterly and year-end written reports of project activities, including written evaluation of training deliveries;</li> <li>• Establishing and maintaining effective relationships with the State Project Coordinator and other Division staff; and</li> <li>• Attending periodic in-person progress and evaluation status meetings with Division.</li> </ul>

<p>Sr. Training Staff</p>	<p>Qualifications:</p> <ul style="list-style-type: none"> <li>• Bachelor's degree;</li> <li>• Experience in the creation, development and delivery of educational training programs and materials for varied training modalities;</li> <li>• Strong organizational, written and verbal communication skills;</li> <li>• Ability to think creatively and strategically;</li> <li>• Capable of working both independently and as a member of a team;</li> <li>• Proficient in the use of standard office technology and basic Microsoft applications and Power Point; and</li> <li>• Ability to travel and stay overnight.</li> </ul> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> <li>• Experience in the delivery of training on public health insurance programs; and</li> <li>• Knowledge of the Medicaid, Family Health Plus and Child Health Plus programs.</li> </ul>	<p>It is expected that the Sr. Training staff will report directly to the Program Project Director, and will develop curricula and training materials (including online training for Providers), oversee and/or conduct trainings for Facilitated Enrollment, New LDSS Workers and LDSS Chronic Care Workers, Technical Assistance and supervise the training staff.</p> <p>General work activities may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Creating and updating the training curricula and training materials and deliver and/or oversee the delivery of training for New LDSS Workers and LDSS Chronic Care Workers, Technical Assistance and Introductory, Continuing Education and Special Topics Facilitated Enrollment training sessions statewide;</li> <li>• Delivering the New LDSS and LDSS Chronic Care Workers and Technical Assistance training sessions statewide on numerous eligibility topics. Technical Assistance training sessions are half-day or one-day sessions which are requested by LDSS or requested by the Division;</li> <li>• Providing supervision, guidance and direction to the training staff;</li> <li>• Preparing written reports of project activities as defined and required in RFP;</li> <li>• Reporting to the Project Director on potential issues and resolution of these issues.</li> </ul>
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<p>Training Staff</p>	<p>Qualifications:</p> <ul style="list-style-type: none"> <li>• A Bachelor's degree;</li> <li>• Experience in the delivery of educational training programs;</li> <li>• Strong organizational, written and verbal communication skills;</li> <li>• Ability to think creatively and strategically;</li> <li>• Capable of working both independently and as a member of a team;</li> <li>• Proficient in the use of standard office technology, basic Microsoft applications and Power Point; and</li> <li>• Ability to travel and stay overnight.</li> </ul> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> <li>• Knowledge of the Medicaid, Family Health Plus and Child Health Plus programs.</li> </ul>	<p>Under the direction of the Project Director and Sr. Training staff, training staff will assist in developing training curricula and materials (including online training for Providers); deliver presentations and trainings for New LDSS and LDSS Chronic Care Workers, Technical Assistance, Enrollment Center and Facilitated Enrollment (FE) staff on Medicaid, Family Health Plus and Child Health Plus policy.</p> <p>General work activities may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Delivering training for the New LDSS Workers and LDSS Chronic Care Workers, Technical Assistance and Introductory Facilitated Enrollment (FE) training sessions statewide.</li> <li>• Conducting Continuing Education and Special Topics FE Training sessions offered statewide which include more in-depth training in policy areas which facilitated enrollers encounter problems when screening applicants. Special Topics FE Training sessions may include such topics as self employment, immigration issues and other topics identified by the Division. Assisting in developing training curriculum and training materials on special topics identified by the Division.</li> <li>• Assisting in updating the existing training curricula and training materials to ensure that it reflects the most current and correct policies.</li> </ul>
<p>Technical Staff</p>	<p>Qualifications:</p> <ul style="list-style-type: none"> <li>• Minimum of an Associate or Technical degree in a related field;</li> <li>• At least three years of demonstrated progressive work history in specific technical field required to fulfill the requirements of this RFP for the development of training website to include, but not be limited to, an online training registration system and the development and maintenance of online training modalities and resources.</li> <li>• Strong written and verbal communication skills;</li> <li>• Capable of working both independently and as a member of a team.</li> </ul>	<p>Technical staff will report directly to the Project Director and will provide technical support to all project staff, including but not be limited to, developing and updating a training website which will include, but not limited to, an online registration system, electronic library of curricula, course evaluation program and all data systems needed to complete the project. It is also expected that activities may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Development and maintenance of training;</li> <li>• Maintaining security provisions to protect program communication, and data from unauthorized access, modification and destruction;</li> <li>• Establishing and maintaining effective relationships with team members.</li> </ul>

**Attachment 3  
Historical Training Summary**

<b>Classroom Training Type</b>	<b>Estimated Modality Related Class Size</b>	<b>Number of Offerings</b>	<b>Estimated Number of Pupil Days</b>	<b>Historical Average Class Size or Actual if one Delivery*</b>	<b>Historical Average Number of Pupil Days</b>	<b>Number of Training Days</b>	<b>Total Number of Days</b>
	<b>Minimum to Maximum Class Size</b>						
<b>LDSS New Workers</b>	<b>20-35</b>	<b>10</b>	<b>2000-3000</b>	<b>30</b>	<b>3000</b>	<b>10</b>	<b>100</b>
NYC/Long Island							
Central New York							
Western New York							
Capital District							
<b>LDSS Chronic Care Workers</b>	<b>20-30</b>	<b>3</b>	<b>240-360</b>	<b>24</b>	<b>288</b>	<b>4</b>	<b>12</b>
NYC/Long Island							
Central New York							
Western New York							
Capital District							
<b>Technical Assistance Days (TA) Days (50+ topics)</b>	<b>15-30</b>	<b>TBD</b>	<b>1750-2500</b>	<b>22</b>	<b>1750</b>	<b>½ to 1</b>	<b>83</b>
Regional Medicaid Consortia TA				23			36
Technical Assistance for LDSS and EC				21			47
<b>Facilitated Enrollment (FE) Training</b>	<b>30-50</b>	<b>25</b>	<b>450-750</b>	<b>38</b>	<b>570</b>		
<b>Introduction to FE</b>		<b>5</b>				<b>3</b>	<b>15</b>
NYC/Long Island				38			
Central New York				35*			
Western New York							
Capital District				42*			
<b>Additional FE Training</b>							
<b>Continuing Education</b>	<b>30-50</b>	<b>8</b>	<b>720-1200</b>	<b>22</b>	<b>820</b>	<b>3</b>	<b>24</b>
NYC/Long Island				34			
Central New York				13*			
Western New York				19*			
Capital District							
<b>Special Topics Curriculum</b>	<b>30-50</b>	<b>12</b>	<b>360-600</b>	<b>40</b>	<b>597</b>	<b>12</b>	<b>12</b>
<b>Self Employment</b>							
<b>Special topics</b>							
NYC/Long Island							
Central New York							
Western New York							
Capital District							
<b>Total</b>		<b>38 + TA Days</b>	<b>5320-8410</b>	<b>29</b>	<b>7125</b>		<b>246</b>

## Attachment 4

### Medicaid Consortia Regions

#### New York State County Listing

##### **Region 1**

Niagara  
Erie  
Chautauqua  
Cattaraugus  
Orleans  
Genesee  
Wyoming  
Allegany

##### **Region 2**

Monroe  
Livingston  
Steuben  
Ontario  
Wayne  
Yates  
Seneca  
Schuyler  
Chemung

##### **Region 3**

Tompkins  
Tioga  
Broome  
Cortland  
Chenango  
Otsego

##### **Region 4**

Cayuga  
Onondaga  
Oswego  
Oneida  
Madison  
Herkimer

##### **Region 5**

Lewis  
Jefferson  
St. Lawrence  
Franklin  
Clinton  
Essex  
Hamilton  
Warren

##### **Region 6**

Washington  
Saratoga  
Fulton  
Montgomery  
Schenectady  
Rensselaer  
Albany  
Schoharie  
Delaware

##### **Region 7**

Columbia  
Greene  
Ulster  
Dutchess  
Putnam  
Rockland  
Orange  
Sullivan

##### **Region 8**

Westchester  
NYC (Five Boroughs)  
Nassau  
Suffolk

**Attachment 5**

**Transmittal Form  
Training Program for Medicaid, Family Health Plus and Child Health Plus Programs  
FAU #1112090305**

Bidder Full Corporate Name: \_\_\_\_\_

Corporate Address: \_\_\_\_\_  
\_\_\_\_\_

FEIN: \_\_\_\_\_ DUNS Number: \_\_\_\_\_ NYS Vendor ID: \_\_\_\_\_

Type of Legal Business Entity: \_\_\_\_\_

Charities Registration Number, if Not-for-Profit: \_\_\_\_\_

Contact Person Information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Attestations (check **ALL** boxes signifying agreement):

- I certify that the above named bidder accepts the contract terms and conditions contained in this Request for Proposals (RFP), including any exhibits and attachments, and has received and acknowledges all Department amendments to the RFP.
- I certify that the above named bidder is prepared, if requested by the Department, to present evidence of legal authority to do business in New York State, subject to the sole satisfaction of the Department.
- I certify that the bidder (i) does not qualify its proposal, or include any exceptions from the RFP and (ii) acknowledges that should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the Department;
- I certify that the technical and cost proposals of the bidder will remain valid for a minimum of 365 calendar days from the closing date for submission of proposals;
- I certify that the bidder has experience managing and conducting educational and training services programs.
- I certify that the bidder has experience utilizing state-of-the-art training methods and multiple training modalities in developing and conducting training and technical assistance.

Use of Subcontractors Attestation (check only one):

- I certify that the proposal submitted by the above named bidder proposes to utilize the services of a subcontractor(s). Attached to this Transmittal Form is a list of subcontractors and a subcontractor summary for each. The summary document for each includes the information detailed in Section

D.3.1. Subsection 9; OR

- I certify that the proposal submitted by the above named bidder does not propose to utilize the services of any subcontractor.

Conflict of Interest Attestation (check only one):

- I certify that there are business, financial or beneficial relationships and/or interests for the above named bidder in any local department of Social Services offices, and/or business, financial, beneficial and/or ownership interest in any managed care plan and/or health insurance program operating in New York State. In cases where such a relationship(s) and/or interest(s) exist, attached to this form is a description of how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided and the bidder's knowledge and full compliance with the NYS Public Officer's Law, as amended, including but not limited to, Sections 73 and 74; OR
- I certify that no conflict of interest relationship exists for the above named bidder.

Signature of Individual Authorized to Bind the Above Named Organization Into a Contract with NYS:

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Attachment 6**

**Proposed Staffing Level Worksheet  
Contract Years 1 through 5**

<b>NUMBER OF FTE'S</b>		<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>	<b>Contract Year 4</b>	<b>Contract Year 5</b>
	<b>Project Director</b>					
	<b>Sr. Training Staff</b>					
	<b>Training Staff</b>					
	<b>Technical Staff</b>					
	<b>Administrative Staff</b>					
	<b>Additional Categories as Needed</b>					
	<b>TOTAL FTEs</b>					

**Attachment 7**

**NEW YORK STATE  
DEPARTMENT OF HEALTH**

**NO-BID FORM**

PROCUREMENT TITLE: \_\_\_\_\_ FAU # 1112090305

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 8**

**NEW YORK STATE DEPARTMENT OF HEALTH  
BID FORM**

**PROCUREMENT:** Training Services for the Medicaid, Family Health Plus and Child Health Plus Programs

**FAU #1112090305**

Bidder Name:

Bidder Fed ID No:

Bidder Address:

<b>BID COMPONENTS</b>	(a)		(b)	(c)	(d)		(e)	<b>Year 1 Total Cost</b>	<b>Annual Total Cost Years 2-5*</b>
	<u>Cost Pupil Per Session</u>		Max. Number of Pupils per Session All years	<u>Annual No. of Sessions Per Year</u>					
	Year 1	Years 2-5			Year 1	Years 2-5	(a)*(c)*(d)	(b)*(c)*(e)	
<b><i>IN-PERSON PER-SESSION PRICING</i></b>									
LDSS New Workers Training - 10 day session	\$	\$	35	6	9	\$	\$		
LDSS Chronic Care Worker Training - 4 day session	\$	\$	30	2	3	\$	\$		
Introduction to Facilitated Enrollment Training - 3 day session	\$	\$	50	4	5	\$	\$		
Additional Facilitated Enrollment Training (Continuing Education only) - 3 day session	\$	\$	50	6	8	\$	\$		
<b><i>TRAINEE REIMBURSEMENT (Hotel and Mileage for eligible LDSS New Workers and LDSS Chronic Care Workers trainees):</i></b>							\$ 150,000	\$ 150,000	
<b><i>IN-PERSON PER-DIEM PRICING</i></b>	<u>Per Diem Cost</u>			<u>Annual No. of Sessions</u>		(a)*(d)	(b)*(e)		
	Year 1	Years 2-5		Year 1	Years 2-5				
Technical Assistance									
½ Day Training Session	\$	\$		2	4	\$	\$		
One Day Training Session (1 full day or two same-day 1/2 day sessions)	\$	\$		63	83	\$	\$		
Additional Facilitated Enrollment Special Topics									
½ Day Training Session	\$	\$		2	4	\$	\$		
One Day Training Session (1 full day or two same-day 1/2 day sessions)	\$	\$		7	10	\$	\$		
<b><i>CURRICULUM DEVELOPMENT FLAT RATE PRICING</i></b>	<u>Rate</u>			<u>Annual No. of Courses</u>		(a)*(d)	(b)*(e)		
	Year 1	Years 2-5		Year 1	Years 2-5				
In-Person Training NEW Curricula Development									
½ Day Training Session	\$	\$		2	4	\$	\$		
1 Day Training Session	\$	\$		3	4	\$	\$		
2-3 Day Training Session	\$	\$		1	2	\$	\$		
4-5 Day Training Session	\$	\$		1	2	\$	\$		
On-line Computer Based Training (CBT) NEW Curricula Development									
Less than 2 Hour Training	\$	\$		2	3	\$	\$		
2-4 Hour Training	\$	\$		1	3	\$	\$		
Webinar Development and Hosting	\$	\$		1	2	\$	\$		
<b><i>WEBSITE DEVELOPMENT - ONE TIME FEE (YEAR 1 ONLY)</i></b>	Year 1								
	\$					\$			

**Attachment 8**

**NEW YORK STATE DEPARTMENT OF HEALTH  
BID FORM**

**PROCUREMENT:** Training Services for the Medicaid, Family Health Plus and Child Health Plus Programs

**FAU #1112090305**

Bidder Name:

Bidder Fed ID No:

Bidder Address:

<b>BID COMPONENTS</b>	(a)	(b)	(c)	(d)	(e)	<b>Year 1 Total Cost</b>	<b>Annual Total Cost Years 2-5*</b>
						(a)*(d)	(b)*(e)
<i><b>CURRICULUM REVISION HOURLY RATE PRICING</b></i>	<u>Hourly Rate</u>			<u>Annual Number of Hrs</u>		(a)*(d)	(b)*(e)
	Year 1	Years 2-5		Year 1	Years 2-5	\$	\$
	\$	\$		500	1000		
<i><b>ANNUAL FEE FOR WEBSITE MAINTENANCE – Includes course management of online training components and webinars</b></i>	<u>Annual Fee</u>					(a)	(b)
	Year 1	Years 2-5				\$	\$
	\$	\$					
<b>DIRECT COST SUBTOTAL</b>						\$	\$
<i><b>ADMINISTRATIVE FEE (Cannot exceed 5% of annual direct cost subtotal)</b></i>	<u>Fee %</u>						
	Year 1	Years 2-5				\$	\$
	0%	0%					
<b>TOTAL ANNUAL BID PRICE**</b>						\$	\$

\* “Annual Total Cost Years 2-5” is one annual amount. It will be multiplied by four and added to the “Year 1 Total Cost” to determine a total contract value.

\*\* Total Annual Bid Price cannot exceed \$2M. Annual bids that exceed this amount will be disqualified.

**NOTE:** This Bid Form is also available as a fill-in Excel spreadsheet on the DOH website on the RFP face page. Bidders are encouraged to utilize the Excel spreadsheet.

Signature of Individual Authorized to Bind the Above Named Organization Into a Contract with NYS:

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attachment 9**

**NEW YORK STATE DEPARTMENT OF HEALTH**

**LOBBYING FORM**

**PROCUREMENT TITLE: Training Services for the Medicaid, Family Health Plus and Child Health Plus Programs**

**FAU #1112090305**

Bidder Name:

Bidder Address:

Bidder Fed ID No:

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 questions 1a. through 1c. If no, proceed to question 2a.

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

No Yes

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

No Yes

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

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

No

Yes

2b. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

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

-----

\_\_\_\_\_  
(Officer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Officer Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(e-mail Address)

**Attachment 10**

**Vendor Responsibility Attestation**

To comply with the Vendor Responsibility Requirements outlined in Section F, Administrative, 11. 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 11**

**New York State Department of Health**

**BIDDERS PROPOSED M/WBE UTILIZATION PLAN**

<b>Bidder Name:</b>	
<b>RFP Title: Training Services for the Medicaid, Family Health Plus and Child Health Plus Programs</b>	<b>RFP Number 1112090305</b>

**Description of Plan to Meet M/WBE Goals**

**PROJECTED M/WBE USAGE**

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

## Attachment 12

<p>State Consultant Services</p> <h1 style="margin: 0;">FORM A</h1>
---

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

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

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

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared:    /    /

Page    of

(use additional pages if necessary)

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

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

**Form B:** This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15<sup>th</sup> 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, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting  
or  
via fax to (518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239  
Attn: Consultant Reporting

**Completing the Reports:**

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

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

Forms A and B can also be accessed on-line at: <http://www.osc.state.ny.us/procurement/>

**Attachment 13**

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

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

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

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

Scope of Contract (Chose one that best fits):

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

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of (use additional pages if necessary)

**Attachment 14**

**SALES TAX FORMS CA-220 AND TD-220**

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

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

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

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

**Attachment 15**

**SAMPLE STANDARD NYS CONTRACT LANGUAGE AND APPENDICES**

MISCELLANEOUS / CONSULTANT SERVICES

STATE AGENCY (Name and Address): .

NYS COMPTROLLER'S NUMBER:

ORIGINATING AGENCY CODE:12000

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM

FROM:

TO:

CONTRACTOR HAS ( ) HAS NOT ( ) TIMELY. FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS

FUNDING AMOUNT FOR CONTRACT TERM:

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

STATUS:

CONTRACTOR IS ( ) IS NOT ( ) A SECTARIAN ENTITY

CONTRACTOR IS ( ) IS NOT ( ) A NOT-FOR-PROFIT ORGANIZATION

( ) IF MARKED HERE, THIS CONTRACT'S RENEWABLE FOR \_1\_ ADDITIONAL ONE-YEAR PERIOD(S) AT THE SOLE OPTION OF THE STATE AND SUBJECT TO APPROVAL OF THE OFFICE OF THE STATE COMPTROLLER.

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

BID OPENING DATE:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

Precedence shall be given to these documents in the order listed below.

- APPENDIX A Standard Clauses as required by the Attorney General for all State Contracts.
APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
APPENDIX Q Modification of Standard Department of Health Contract Language
STATE OF NEW YORK AGREEMENT
APPENDIX D General Specifications
APPENDIX B Request For Proposal (RFP)
APPENDIX C Proposal
APPENDIX E-1 Proof of Workers' Compensation Coverage
APPENDIX E-2 Proof of Disability Insurance Coverage
APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement
APPENDIX G Notices
APPENDIX \_\_:

Contract No.:

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

_____	.	_____
CONTRACTOR	.	STATE AGENCY
	.	
	.	
	.	
_____	.	_____

By: _____	.	By: _____
	.	
_____	.	_____
Printed Name	.	Printed Name
	.	
Title: _____	.	Title: _____
	.	
Date: _____	.	Date: _____

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

\_\_\_\_\_  
 STATE OF NEW YORK )  
 )SS.:  
 County of \_\_\_\_\_)

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

\_\_\_\_\_  
 (Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE	.	STATE COMPTROLLER'S SIGNATURE
	.	
_____	.	_____
	.	
Title: _____	.	Title: _____
	.	
Date: _____	.	Date: _____

STATE OF NEW YORK  
AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

II. Payment and Reporting

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

.

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

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-486-1255. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

### III. Term of Contract

- A. Upon approval of the Commissioner of Health, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt

returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.

- D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.
  
- E. This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

#### IV. Proof of Coverage

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

- A. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
  - 1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
  - 2. C-105.2 – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
  - 3. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.
  
- B. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
  - 1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
  - 2. DB-120.1 – Certificate of Disability Benefits Insurance OR
  - 3. DB-155 – Certificate of Disability Benefits Self-Insurance

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and

copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition,

replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

responsibility of the Contractor to meet with the approval of the State.

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

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

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

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

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

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

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

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of

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

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

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

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

**Agency Code 12000  
APPENDIX X**

Contract Number: \_\_\_\_\_ Contractor: \_\_\_\_\_

Amendment Number X-\_\_\_\_\_

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

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

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

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

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

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

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

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

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

This will result in new contract terms of:

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

Signature Page for:

Contract Number: \_\_\_\_\_ Contractor: \_\_\_\_\_

Amendment Number: X-\_\_\_\_\_

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

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK )  
) SS:  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

-----  
**STATE AGENCY SIGNATURE**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**ATTORNEY GENERAL'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE COMPTROLLER'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

APPENDIX D  
GENERAL SPECIFICATIONS

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

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

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

I. Non-Collusive Bidding

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

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

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

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

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

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

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. **Work for Hire Contract**  
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.
- M. **Technology Purchases Notification --** The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.
  2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
  3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
  4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.
- N. **YEAR 2000 WARRANTY**
1. **Definitions**  
  
For purposes of this warranty, the following definitions shall apply:
    - a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition

function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.

- b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.
- c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

## 2. Warranty Disclosure

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

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

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

## 3. Warranty Statement

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

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

Products must perform as a package or system, this warranty shall apply to the Products as a system.

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

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

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

O. No Subcontracting

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

P. Superintendence by Contractor

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

Q. Sufficiency of Personnel and Equipment

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

R. Experience Requirements

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

S. Contract Amendments

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

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

T. Provisions Upon Default

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

U. Termination Provision

Upon termination of this agreement, the following shall occur:

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

V. Conflicts

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

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

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

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

To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated

work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

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

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
  - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).
  - b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
    - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
    - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

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

Y. Certification Regarding Debarment and Suspension

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

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

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

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  - e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
  - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Nonprocurement Programs.
  - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

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

Z. Confidentiality Clauses

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

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

AA. Provision Related to Consultant Disclosure Legislation

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

BB. Provisions Related to New York State Procurement Lobbying Law

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

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

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

DD. Lead Guidelines

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

## Appendix H

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

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
- A. “Business Associate” shall mean CONTRACTOR.
  - B. “Covered Program” shall mean the STATE.
  - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
- A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
  - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT.
  - C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
  - D. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
    - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - 3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    - 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
    - 5. Contact procedures for Covered Program to ask questions or learn additional information.
  - E. Business Associate agrees to ensure that any agent, including a subcontractor, to

whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Program agrees to the same restrictions and conditions that apply through this AGREEMENT to Business Associate with respect to such information.

- F. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
- G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
- H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- J. Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
- K. Business Associate agrees to comply with the security standards for the protection of electronic protected health information in 45 CFR § 164.308, 45 CFR § 164.310, 45 CFR § 164.312 and 45 CFR § 164.316.

### III. Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
- B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
- C. Business Associate may disclose Protected Health Information as Required By Law.

### IV. Term and Termination

- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by

Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.
- C. Effect of Termination.
  - 1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided,

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

VI. Miscellaneous

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

## Appendix G

### NOTICES

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

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

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

#### **State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

#### **[Insert Contractor Name]**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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