



***NEW YORK STATE DEPARTMENT OF HEALTH***

Office of Health Insurance Programs

Request for Proposal (RFP)

Quality Assurance (QA) Services for  
New York State Medicaid Management Information System (MMIS)  
Including Medicaid Data Warehouse (MDW)

RFP # 15458

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Schedule of Key Events

Posting Date	March 25, 2014
Questions Due	3:00pm ET on April 1, 2014
Answers Posted	On or About April 15, 2014
Proposal Due Date	3:00pm ET on April 30, 2014
Anticipated Start Date	July 1, 2014

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## **SECTION I: OVERVIEW**

### **A. INTRODUCTION**

The purpose of this Request for Proposals (RFP) is to procure the services of a quality assurance (QA) contractor for a base six year term (plus two one year renewal options and/or six one-month options) to support New York State Department of Health (the Department) Medicaid Management Information System (MMIS) and Medicaid data warehouse (MDW) oversight. Such oversight consists of: the QA of ongoing operations of current and future MMIS and MDW contractors; the QA of design, development, and implementation (DDI) activities related to the replacement of the Department's MMIS and MDW contractors; and the QA monitoring of any other activities related to the transition to a new system that wholly or partly replaces the functions of the Department's MMIS or MDW during the QA contract term. The Department's MMIS contractor also serves as New York State's (the State's) Medicaid Fiscal Agent, and so all MMIS QA activities include oversight of the State's present and future Medicaid Fiscal Agents.

The current eMedNY contract for MMIS and Fiscal Agent services expires February 28, 2014. The Department is exploring an extension of the contract until February, 2016. The current MDW contract expires January 31, 2016. The Department is in the process of replacing the current MMIS and Fiscal Agent contractor through a competitive bid process. Pursuant to this, the Department posted an RFP for a Medicaid Administrative Services (MAS) contractor on June 25, 2013 with a proposal deadline of November 25, 2013, and an expected contract start date of March 28, 2014. That RFP is available on the Department's web site (<http://www.health.ny.gov/funding/rfp/1211260917/index.htm>). A phased implementation is planned, with Provider and non-Medicaid pharmacy functions operational nine months after contract start, followed by new claims takeover, call center and other core functions operational eighteen months after contract start, and legacy claims run-out and full data conversion complete 24 months after contract start.

QA responsibilities include, but are not limited to:

- Provide an ongoing critical review and assessment of the performance of the Department's MMIS and MDW contractors
- Provide an ongoing critical review and assessment of the performance of the Department's new MMIS contractor (including any subcontractors) for DDI activities during the DDI period; provide an ongoing critical review of the joint performance of the incoming and outgoing MMIS contractors during approximately 15 months of phased transition (from Phase 1 go-live to end of claims run-out); and support the Department in critically refining and assessing progress towards its business transformation goals during the MMIS transition.
- Provide ongoing review of MMIS and MDW transition planning, as well as transition activities of the MMIS and MDW contractors.
- Monitor operations for the MMIS and associated systems to support the Department's goal of satisfying a Medicaid Information Technology Architecture (MITA) 3.0 standard to the extent feasible; this includes monitoring MITA 3.0 compliance during the DDI phase of the MAS project.

The contractor selected as a result of this procurement, including parent and/or subsidiary companies or other companies in which it has a financial or legal interest, will be precluded from acting as a contractor, subcontractor or agent to the Department's MMIS, Fiscal Agent or MDW contractors for the duration of this QA contract. In addition, the contractor selected as a result of this procurement, including parent or subsidiary companies, as well as other companies in which it has a financial or legal interest, and/or any

of its subcontractors or agents, are precluded from involvement in responding to future RFPs of the Department for MMIS, Fiscal Agent or MDW services for the duration of this QA contract.

## **B. DEPARTMENT OVERVIEW AND REFORM AGENDA**

The Department is the single State agency responsible for the administration of the State's Medicaid program. The Department administers the Medicaid program in conjunction with the fifty-eight (58) Local Departments of Social Services (LDSS) and other State agencies including the Office of Temporary and Disability Assistance (OTDA), the Office of Children and Family Services (OCFS), the Office of the Medicaid Inspector General (OMIG), the Office of the Attorney General (OAG), the Office of Mental Health (OMH), the Office for People With Developmental Disabilities (OPWDD), the Office of Alcoholism and Substance Abuse Services (OASAS), and the Office of the State Comptroller (OSC).

Key aspects of the Department's vision for the State's Medicaid program include providing for and protecting the health of the State's low-income and disabled citizens by supplying health insurance coverage and increasing health care access while improving quality and controlling costs. The Department's vision is closely aligned with the Centers for Medicare and Medicaid Services (CMS) and the Medicaid Information Technology Architecture (MITA) goals and objectives, including the Seven Conditions and Standards detailed in Medicaid IT Supplement MITS-11-01-v1.0. By implementing this model, the Department seeks to support the continuous improvement of the State's ability to:

1. Provide members with access to quality health care
2. Improve health care outcomes for members
3. Efficiently and effectively serve the needs of Medicaid providers, Managed Care plans, and other stakeholders
4. Ensure efficient, effective, and economical management of the State's Medicaid program
5. Meet the changing needs of the State's Medicaid program, based on the CMS MITA standards
6. Meet enhanced funding requirements under CMS' Seven Conditions and Standards
7. Offer a modular, Service Oriented Architecture (SOA)-based design

With the establishment of the Medicaid Redesign Team (MRT) in 2011, the Department has undertaken the following major Medicaid reform initiatives:

1. Care Management for All: This initiative aims to have 95% of Medicaid population enrolled in Managed Care by 2016.
2. Managed Long-Term Care: This initiative requires Dual-Eligible members (members with Medicare and Medicaid coverage), over 21 years of age and in need of more than 120 days of home and community based long term care services to be enrolled in a managed long term care plan over the next several years.
3. Health Homes: A Health Home is a care management service model whereby all of a high-need individual's caregivers communicate with one another so that all of a patient's needs are addressed in a comprehensive manner. In March 2012, the Department began to assign new members into Health Homes.
4. Global Medicaid Spending Cap: The Medicaid cap is consistent with the Governor's goal to limit total Medicaid spending growth to no greater than the ten-year average rate for the long-term medical component of the Consumer Price Index.
5. State Takeover of Medicaid Administration: The Department has the authority to assume Medicaid administrative functions from the counties over a six year period.

6. Behavioral Health Organizations (BHOs): This statutory initiative gives the commissioners of OMH and OASAS the authority to contract jointly with BHOs to enroll individuals for managed behavioral health care.

As the Department continues to implement policies that advance the reform agenda, the QA contractor will play a role the evaluation of projects to meet these reform initiatives.

## **C. PROJECT BACKGROUND**

In 1998 the Department conducted a competitive procurement for an MMIS with a data warehouse component. This procurement resulted in eMedNY, which was designed and developed in two phases with Phase I implemented in November 2002 and Phase II implemented in March 2005. In a subsequent procurement, the data warehouse component of eMedNY was replaced by a new and expanded MDW in June 2012. When the MDW was split off from the rest of the MMIS, a separate RFP for MDW QA services was created, with the result that the Department currently maintains two QA contracts for MMIS and related services. The current eMedNY QA contract expires June 30, 2014 and the current MDW QA contract expires May 31, 2016. The Department has decided to terminate the current MDW QA contract early for the purpose of re-combining both Medicaid system QA activities into one contract to improve administrative efficiency and overall QA integration, with a planned start date of July 1, 2014 and end date of June 30, 2020.

## **D. QUALITY ASSURANCE (QA) PROJECT PURPOSE**

The purpose of this procurement is to obtain the services of a qualified QA contractor to provide in-depth support to the Department in assessing and optimizing (i) DDI activities for the replacement MMIS (MAS procurement) and any future MMIS or data warehouse replacement, (ii) ongoing performance of the Department's production MMIS and MDW, and (iii) MMIS and MDW transition planning and activities. The QA contractor will support the Department in conforming with MITA, Medicaid Enterprise Certification Toolkit (MECT), Health Insurance Portability and Accountability Act (HIPAA) and other State and federal policies, regulations and statutes. Additionally, the Department may require additional assistance on related emergent activities limited to: 15,000 hours per year in years 1-2; 10,000 hours in year 3; 5,000 hours per year in years 4-5; and 10,000 hours in year 6, in accordance with the hourly rates set forth in Attachment 3.

## **SECTION II: SCOPE OF WORK**

### **A. INTRODUCTION**

The scope of work includes, but is not limited to, the following:

1. Provide MMIS and MDW project management support services including development of an approach for enterprise data governance, contractor deliverable reviews, project status reporting, risk assessment, system development and enhancement project management and coordination, and federal certification activities
2. Monitor the effectiveness of quality management practices of the current MMIS contractor
3. Monitor the transition of data, processes, capabilities and operational knowledge to the replacement MMIS (MAS procurement), including the development of turnover materials
4. Conduct independent QA of DDI activities of the replacement MMIS contractor, monitoring design, development and implementation tasks completed.

5. Monitor the effectiveness of quality management practices of the replacement MMIS contractor during operations
6. Monitor system development/enhancement projects for current and future MMIS contractors
7. Support certification of replacement MMIS and subsystems, as required by CMS
8. If needed, monitor the transition to any future replacement MMIS (after MAS procurement), including the development of turnover materials
9. If needed, conduct independent QA of DDI activities of any future MMIS contractor (after MAS procurement)—monitoring design, development and implementation tasks completed
10. Monitor the effectiveness of quality management practices of the current MDW/OHIP Data Mart contractor, including the technical performance of the MDW and OHIP Data Mart
11. Monitor MDW system evolution projects for the current, and any replacement, Medicaid data warehouse
12. Monitor the transition to any future replacement data warehouse contractor, including the development of turnover materials
13. If needed, conduct independent QA of DDI activities of a replacement Medicaid data warehouse contractor—monitoring design, development and implementation tasks completed
14. Provide recommendations on quality improvement for all areas in which quality is monitored, including recommendations for production optimization, project and performance risk mitigation, and system integration between MMIS and MDW as well as upstream and downstream systems
15. If needed, provide procurement assistance to the Department

## **B. MAJOR TASKS AND DELIVERABLES**

QA is the systematic process of checking to ensure that the MMIS and MDW contractors meet all operational service level agreements (SLAs); and that replacement systems, related services, and other deliverables are developed to meet all specified contractual requirements and maintain a high quality of Medicaid program operations.

The QA contractor must also be capable of adjusting or expanding the original concepts set forth in this RFP, under the direction of the Department's Division Director and Project Directors, to accommodate unforeseen developments that take place during the term of the contract.

During the course of the contract, the contractor will provide the deliverables for tasks to the Department's Project Director at the completion of each task. All deliverables, materials or other submissions provided by the QA contractor must meet the form and content requirements specified by the Department. Such deliverables or other materials are subject to Department approval. A task will not be considered complete until all associated deliverables have been accepted and approved by the Department in writing.

On a periodic basis the contractor will be responsible for overall status reports and status meetings for items included in an approved work plan. Payment to the contractor will be based on the payment methodology set forth in Section V of this RFP.

The QA contractor shall provide deliverables for the following services:

1. Develop and maintain a quality assurance plan;
2. Develop review and evaluation criteria for MMIS and MDW contractor deliverables;
3. Provide ongoing risk management;

4. Provide ongoing consultation and project management support;
5. Review and evaluate MMIS and MDW contractor deliverables;
6. Provide project status reporting;
7. Monitor system change management projects; and
8. Support MMIS certification activities.

Exhibit II-1 provides a listing of deliverables the QA contractor must provide the Department during the term of the QA contract. These deliverables will primarily be in response to the specific contract deliverables developed by the MMIS and MDW contractors for Department approval.

**Exhibit II-1: QA Contractor Deliverable Requirements**

<b>Deliverables</b>	<b>Due Date</b>
<b>B.1 Quality Assurance Plan</b>	
Preliminary Quality Assurance Plan	Proposal Due Date
Finalized Quality Assurance Plan	Contract approval date by OSC + 30 business days
Quality Assurance Plan Updates	Set by Project Schedule
<b>B.2 Develop Review and Evaluation Criteria for MMIS and MDW Contractor Deliverables</b>	
Develop Deliverable Review and Evaluation Criteria (Required for Each Deliverable, Identify Any Variation across DDI/Operational Deliverables and MMIS/MDW Deliverables)	Set by Project Schedule
<b>B.3 Ongoing Risk Management</b>	
Provide Ongoing Risk Management Services	Set by Project Schedule
<b>B.4 Ongoing Consultation and Project Management Support Services</b>	
Provide Consultation and Project Management Support Services	Set by Project Schedule
<b>B.5 Review and Evaluation of MMIS and MDW Contractor Deliverables</b>	
Review Updated Operational MMIS Transition/Turnover Plans and Provide Written QA Analysis Reports	Set by Project Schedule
Review Operational MMIS (eMedNY) evolution projects	Set by Project Schedule
Review MDW evolution projects	Set by Project Schedule
Review updated MDW Transition/Turnover Plan	Set by Project Schedule

Review Replacement MDW Project Deliverables (if replacement MDW DDI begins during QA contract term)	Set by Project Schedule
Review Replacement MMIS Project Deliverables Described in Attachment G of the MAS RFP; Provide Written QA Analysis Reports for each deliverable listed below in Exhibit II-3.	Set by Project Schedule
<b>B.6 QA Status Reporting</b>	
Biweekly MMIS Status Update w/Risk Assessment	Meeting every two weeks and written report following within two business days
Monthly MDW Status Reporting w/ Risk Assessment	Within two business days of the close of each month period
Quarterly Consolidated Status Reporting w/ Risk Assessment	Tenth business day of the month following the end of each contract year quarter
<b>B.7 Systems Change Management Project QA Monitoring</b>	
Review MMIS and MDW System Change Management Project Deliverables	Set by Project Schedule
<b>B.8 MMIS Certification Support</b>	
Review, evaluate and validate requisite MMIS and MDW subsystems to determine if they meet core CMS federal MMIS certification requirements.	Set by Project Schedule
Coordination of certification support with replacement MMIS contractor and Department staff; Establishing checklists for the CMS onsite visits; Support of certification review team/CMS Regional Office staff briefing and precertification meeting/call; Completion of preparations for CMS onsite visits; Support for the entrance conference, MDW evaluation and exit conference with State debriefing; Analysis of data; Resolution of issues; Review of CMS certification report; Preparation of Department response to CMS.	Set by Project Schedule
<b>B.9 Long Term Planning and MITA</b>	
Lead the creation of a new MITA SS-A.  Assist the Department in updating the MITA SS-A, including the Roadmap.	Within one year of replacement MMIS Phase 2 go-live  Annually or as required by CMS

B.10 Leadership Meetings	
Conduct overarching regular meetings of all QA Project Managers, DOS leadership, and system heads, led by the Engagement Manager.	Quarterly or as required to meet project needs.

### B.1. QUALITY ASSURANCE PLAN

The bidder/offeree (these terms are used synonymously in this RFP) must provide in its proposal a preliminary Quality Assurance Plan. The preliminary plan must, at a minimum, provide detailed descriptions of the proposed quality management, project management, issue/problem tracking/resolution and risk management methodologies listed in Exhibit II-2. The QA bidder must describe whether, and in what way, it applies widely adopted standards in its evaluation of Medicaid systems projects and operations. Examples of such standards include, but are not limited to: Institute of Electrical and Electronics Engineers (IEEE), Practice Management Body of Knowledge (PMBOK), and Quality Assurance and Performance Improvement (QAPI). The preliminary plan must also contain a high-level work plan.

**Failure to submit this plan with the bid will result in disqualification of the bidder from consideration for award.**

#### Exhibit II-2: QA Contractor Methodology Included As Part of Proposal Requirements

Deliverable	Due Date
Quality Management Methodology	Proposal Due Date
Project Management/Data Governance Methodology	Proposal Due Date
Issue/Problem Tracking/Resolution Methodology	Proposal Due Date
Risk Management Methodology	Proposal Due Date

Following OSC approval of the contract resulting from this RFP, the QA contractor will be required to meet with the Department's Project Director within twenty (20) business days to review the proposed Quality Assurance plan. A finalized plan, acceptable to the Department, will be required within ten (10) business days following that meeting. The contractor's finalized QA plan must contain a detailed project work plan to include, but not be limited to:

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

7. Reviewing and monitoring the MMIS and MDW contractors' adherence to technical standards, such as programming standards and efficiency of code, system development methodology, storage capacities and response times.
8. Monitoring change management issues with respect to technical changes such as versions of software, error detection and corrections, movement of modules into production.
9. Recommending improvements in quality, efficiency, lines of communication, and project partnership during all phases and for all parties to the project.

In creating this plan, the QA contractor must consider previous planning and resource assessments conducted by a Business Transformation contractor. The QA Plan must address current eMedNY and MDW operational activities and describe approaches to monitoring replacement MMIS contractor project schedule compliance, MDW and eMedNY evolution project schedule compliance, MMIS and MDW project scope, implementation of quality control processes and procedures, and adherence to SLAs. The work plans also must provide sufficient time (a minimum of ten (10) business days) for the Department review and approval of each deliverable based on the scope of the deliverable. The QA plan must provide a means to review and monitor all project activities throughout all phases of the replacement MMIS project. The MMIS and MDW contractors' approved work plans will be used as the benchmark for design issues and for deliverables. Any changes to the scope of the projects must be identified and submitted to the Department for approval by the appropriate QA Project Manager, with recommendations as to their relative priority.

The QA contractor shall work with Department personnel in an ongoing, interactive manner to develop QA controls that will assure that the Department receives quality deliverables from its contractors while achieving all critical project goals and deadlines. The QA contractor may present distinct approaches for the current and replacement MMIS and MDW in its QA Plan, where appropriate. The complete proposed QA Plan must be submitted for Department approval within twenty business days of the approval of the contract by the Office of the State Comptroller (OSC) and the approved plan must be delivered within ten business days after submission. The QA contractor must update this plan as necessary and submit changes to the Department for approval prior to their implementation.

## **B.2. DEVELOP AND MAINTAIN REVIEW AND EVALUATION CRITERIA FOR CONTRACTOR DELIVERABLES**

The QA contractor will maintain, and modify if needed, the existing review and evaluation criteria for the current MMIS and MDW contractor deliverables.

The QA contractor must develop a complete system of review and compliance procedures which it will implement in reviewing the replacement MMIS contractor deliverables, as well as the replacement MDW contractor if needed. Evaluation criteria must include required content, format, documentation, and recourse to be utilized in the event of problem identification. Review procedures must include procedural guidelines, checklists, schedules and turnarounds, standardized reporting forms, identification of deliverables, and any other materials deemed critical or useful for the review process.

These procedures for the replacement MMIS must be presented in the QA Plan. They must include support for current eMedNY operations and all replacement MMIS project phases. Review and compliance procedures to be used for replacement MDW contractor deliverables must be presented in a subsequent QA plan for that project, at the discretion of the Department, but no earlier than January 1, 2015. The Department will provide the QA contractor notice at least 60 calendar days before the MDW QA plan must be provided.

## **B.3. ONGOING RISK MANAGEMENT SERVICES**

The QA contractor must provide ongoing risk management services to the Department which must be described in the QA Plan. These services must include support for current MMIS and MDW operations, and all replacement project phases, to avert crisis decision-making. They must include, but not be limited to, support in the following areas:

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

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

#### **B.4. ONGOING CONSULTATION AND PROJECT MANAGEMENT SUPPORT SERVICES**

The QA contractor must:

1. Provide dedicated staff to maintain a full time presence on-site at all MMIS and MDW project facilities in support of the Department through the term of the contract resulting from this procurement, in accordance with the QA staffing requirements necessary to accomplish the tasks described in this RFP based upon the annual activities of the current MMIS contractor and MDW contractor as discussed in Section I. Space will be provided at the project facilities for designated QA contractor staff at no additional cost.
2. Serve as an integral member of the project team, providing ongoing technical advice and assistance with project management decision-making and planning efforts
3. Provide the lead in developing an enterprise-wide data governance approach
4. Lead QA project status update meetings, for MMIS and for MDW, on schedules identified in this RFP. Provide documentation in the form of an agenda, a status update document, and minutes for each meeting
5. Be present at and provide documentation in the form of minutes of all project management meetings, project status meetings, steering committee meetings (as required), and be accessible, and available for, joint application design (JAD) sessions and ad hoc meetings as required by the Department
6. Provide on-going technical advice and assistance in resolving operational issues pertinent to both the current and replacement MMIS and MDW; assistance in establishing procedures for monitoring project deliverables; assistance in reviewing operational deliverables during the term of the contract resulting from this procurement

Clearly define and document its quality management, project management, issue/problem tracking/resolution and risk management methodologies submitted in response to this RFP. The QA contractor must also establish project management and reporting standards and communication protocols to be approved by the Department. The contractor shall set up and manage the automated project management system and shall monitor and assist in the implementation of project scheduling and status reporting functions. An integrated scheduling system must allow communication of each team's work plans and schedules, and it must include the capacity for frequent updates. The contractor shall use

Microsoft Project for managing, updating, monitoring and reporting on the status of work plans of all major parties.

**B.5. REVIEW AND EVALUATION OF CONTRACTOR DELIVERABLES**

The QA contractor must review in detail all deliverables from the MMIS and MDW contractors and work with the Department to assess the quality and acceptability of deliverables for functionality, timeliness, efficiency and compliance with all project requirements. Review procedures must be developed and implemented, and reports must be provided to the Department and to the appropriate contractors regarding the recommended acceptance or rejection of deliverables. Review procedures must include procedural guidelines, checklists, schedules and turnarounds, standardized reporting forms, and any other materials deemed critical or useful for the review process. The QA contractor shall develop and make available to the MMIS and MDW contractors the required form and presentation for deliverables to the Department. The intent shall be to clarify the expectations of the Department in areas such as consistent manner of delivery including authorized receivers, required signatures, and verified dates, and required allotted response time on the part of the Department.

MMIS contractor deliverables to be reviewed and evaluated include, but are not limited to, those set forth in the MAS RFP (presented here as Exhibit II-3: Required MAS Contractor Deliverables by Project Phase). The QA contractor shall complete the initial review of the MMIS and MDW contractors’ deliverables within five business days of receipt from the appropriate contractors.

**Exhibit II-3: Required MAS Contractor Deliverables by Project Phase**

<u>MAS Phase</u>	<u>MAS Task Deliverable</u>	<u>MAS Due Date</u>
Project Planning	Project Management Plan	Initial plan within thirty (30) days of the contract award
Project Planning	Project Work Plan in Microsoft Project	Initial plan within thirty (30) days of the contract award
Project Planning	Recommended Training Course List	Set by project schedule
Project Planning	Detailed Staffing and Organization Plan – Planning, DDI and Certification Phase	Initial plan within thirty (30) days of the contract award
Project Planning	Quality Management Plan	Initial plan within thirty (30) days of the contract award
Project Planning	Requirements Management and Traceability Plan	Set by project schedule
Project Planning	Requirements Validation Plan	Set by project schedule
Project Planning	Security, Privacy and Confidentiality Plan	Initial plan within thirty (30) days of the contract award
Project Planning	System Architecture and	Set by project schedule

	Infrastructure Plan	
Project Planning	Comprehensive Test Plan	Set by project schedule
Project Planning	Configuration Plan	Set by project schedule
DDI	Requirements Repository	Initial plan within thirty (30) days of the contract award
DDI	Data Conversion Plan	Set by project schedule
DDI	Data Conversion Specifications and Detailed Data Mapping	Set by project schedule
DDI	Data Conversion Test Plans and Test Results	Set by project schedule
DDI	Certification Plan	Set by project schedule
DDI	Certification Checklists	Set by project schedule
DDI	Initial Training Plan	Set by project schedule
DDI	Initial Transition Plan	Thirty (30) days prior to the start of Operations
DDI	Policy and Business Rules Validation Report	Set by project schedule
DDI	Requirements Traceability Matrix	Set by project schedule
DDI	Accounts Receivable Management Plan	Set by project schedule
DDI	Business Design Document	Set by project schedule
DDI	Business Operating Procedures	Set by project schedule
DDI	Business Process Analysis	Set by project schedule
DDI	System Integration Test Plan	Set by project schedule
DDI	System Integration Test Results	Set by project schedule
DDI	User Acceptance Test Support Plan	Set by project schedule
DDI	Stress and Performance Test Plan	Set by project schedule
DDI	Stress and Performance Test Results	Set by project schedule
DDI	Regression Test Plan	Set by project schedule
DDI	Regression Test Results	Set by project schedule
DDI	Provider Test Case Development Support Plan	Set by project schedule
DDI	Operational Policy & Procedure Manuals for all MAS Operations	Sixty (60) days prior to the start of Operations
DDI	Disaster Recovery Back Up site review	Within thirty (30) days of review

DDI	Disaster Recovery Plan	Initial plan within thirty (30) days of the contract award
DDI	Business Continuity Plan	Initial plan within thirty (30) days of the contract award
DDI	Disaster Recovery Plan Test Results and Report	Within thirty (30) days of completion of the tests
DDI	Online Course Materials	Set by project schedule
DDI	Instructor Training Materials	Set by project schedule
DDI	Instruction and Trainee Guides	Set by project schedule
DDI	Logical Data Model	Set by project schedule
DDI	Logical Design Document	Set by project schedule
DDI	Operational Readiness Review Plan	Set by project schedule
DDI	Operational Readiness Review Checklist	Set by project schedule
DDI	Final Operational Readiness Review Report	Thirty (30) days prior to the start of Operations
DDI	Go-Live Contingency Plan	Thirty (30) days prior to the start of Operations
DDI	Implementation Contingency Plan	Set by project schedule
DDI	System Implementation Strategy Deliverable	Set by project schedule
Operations	Annual Training Plan	Sixty (60) days prior to beginning of the contract year
Operations	Operations Quality reviews	Monthly
Operations	Annual Transition Plan	Sixty (60) days prior to beginning of the contract year
Operations	Detailed Staffing and Organization Plan – Operations Phase	Sixty (60) days prior to beginning of the contract year
Operations	Security, Privacy and Confidentiality Plan Revisions	Sixty (60) days prior to beginning of the contract year
Operations	Training Evaluation Forms	Set by project schedule
Operations	Updates and/or validation reports of authorized users and authorized level	Set by project schedule

	of system access	
Operations	Updated Online Course Materials	Set by project schedule
Operations	Updated User and Instructor Training Materials	Set by project schedule
Operations	Updated User Manuals	Set by project schedule
Operations	Weekly, Monthly, Quarterly, Semi-Annual and Annual Operations Reports	Existing reports presented in procurement library. Final reports to be determined in requirement.
Operations	Continuous Improvement Plan	Set by project schedule
Operations	Performance Management Plan	Set by project schedule
Operations	Operational Policy and Procedure Manuals	Set by project schedule
System and Operational Enhancements	Detailed Staffing and Organization Plan – System and Operational Enhancements Phase	Set by project schedule
System and Operational Enhancements	Enhancements to Support Attaining Target MITA Maturity Levels	Set by project schedule
System and Operational Enhancements	Enhancement Estimation Methodology	Set by project schedule
Certification	Updated Certification Plan	Set by project schedule
Certification	Updated Certification Checklists	Set by project schedule
Certification	Certification Checklist Traceability Deliverable	Set by project schedule
Certification	Certification Review Package	Set by project schedule
Certification	Corrective Action Plan (if necessary)	Set by project schedule
Transition	Detailed Staffing and Organization Plan – Transition Phase	Set by project schedule
Transition	Updated Transition Plan	Set by project schedule
Transition	Joint Contractor & Successor Work Plan	Set by project schedule

## B.6. QA PROJECT STATUS REPORTING

The QA contractor shall attend regular QA Project Status meetings with Department and contractor management, and other scheduled and ad hoc meetings as determined by the Department and by the QA Work Plan. Separate QA status update meetings will be held for the existing MMIS, replacement MMIS

and MDW. The contractor shall prepare minutes to track highlights and issues discussed. Meeting minutes must be submitted to the Department within two business days of the meeting.

#### ***B.6.1. Biweekly Replacement MMIS Status Reporting***

MAS Project QA Status Reports are required every other week and will cover the status of QA tasks and the review and monitoring of replacement MMIS contractor tasks and Department tasks. Status reports on QA tasks must include, but are not limited to:

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

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

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

MMIS QA Status Reports must be delivered to the Department within two business days of each meeting:

#### ***B.6.2. Monthly Operational MMIS and MDW Status Reporting***

QA Status Reports are required monthly for all operational systems, including those in transition, and will cover the status of QA tasks and the review and monitoring of MMIS and MDW contractors tasks and Department tasks. MAS project reports are required every two weeks until the replacement system is fully operational and eMedNY functions have ceased. Thereafter, the replacement MMIS status reporting will be required monthly.

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

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

7. Current contractor staff assignments, schedules, locations.

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

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

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

### ***B.6.3. Quarterly Consolidated MMIS and MDW Status Reporting***

Formal Quarterly QA Status Reports must be delivered to the Department on or before the tenth (10<sup>th</sup>) business day of the month following the end of each contract year quarter. This document will be the primary tool for reporting to federal and other State officials on program matters. As part of these reports, all contractor costs for the quarter are to be reported in a format to be specified and approved by the Department.

### **B.7. SYSTEM CHANGE MANAGEMENT PROJECT QA MONITORING SERVICES**

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

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

MMIS and MDW contractor deliverables to be reviewed for System Change Management may include, but are not limited to: requirements definition, technical design, test result documents and project estimation methodology.

### **B.8. MMIS CERTIFICATION SUPPORT SERVICES**

The current MMIS, eMedNY, has received MMIS certification by CMS. The current MDW is considered by CMS to be part of the MMIS and has received certification through its integration with eMedNY and performance of required data warehouse and reporting functions. Once the replacement MMIS (MAS procurement) is operational, successful completion of the federal MMIS certification process will require review and validation of subsystems resident in both the current MDW and replacement MMIS in order to continue to receive federal financial participation (FFP).

The current MMIS certification process is comprised of a series of activities set forth in the CMS Medicaid Enterprise Certification Toolkit (MECT) and its checklists. However, CMS is piloting a system of gate reviews and documentation reviews throughout the SDLC. The QA contractor must be aware of any new or upcoming changes to the MMIS certification process, and must be prepared to assist the department in planning for and achieving certification in accordance with any revised guidelines.

The QA contractor must support the Department in all certification efforts by the review and validation of all functionality required for MMIS certification of the replacement MMIS (including MDW), as described in the CMS MECT and its checklists: <http://www.cms.gov/Research-Statistics-Data-and-Systems/Computer-Data-and-Systems/MMIS/MECT.html> or as described in any CMS guidance released prior to certification of the new MMIS.

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

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

## **C. QA CONTRACTOR STAFFING REQUIREMENTS**

Four key project staff must be proposed: an overall Engagement Manager, a replacement MMIS QA Project Manager, a MDW Project Manager, and an eMedNY Project Manager. All proposed key staff must have a minimum of 5 years working in the Healthcare IT industry. Additional staffing levels will be defined by the QA contractor to accomplish the required tasks. The Department retains the right to approve or disapprove the QA contractor's proposed staffing.

Attachment 2 (Staffing Qualifications) presents recommended qualifications for the Project Managers and a listing of recommended skills for other staff members. It is not mandatory that proposed staff possess all of the recommended skills and experience; however, proposals that include staff that meet or exceed the recommended qualifications will receive a higher rating.

The Department reserves the right to require the QA contractor to replace specified contractor employees. The Contractor agrees to substitute, with the Department's prior approval, any employee so replaced with an employee of equal or better qualifications.

### **C.1. ENGAGEMENT MANAGER**

The Quality Assurance Services Engagement Manager will provide overall leadership, coordination, and management for the QA project. This resource is responsible for maintaining consistency in the standards and processes created by the new MMIS, eMedNY, and MDW QA project managers. The engagement manager will also be responsible for communications between QA managers, and on-time completion of QA contractor tasks and deliverables. The engagement manager must have the authority to make resource assignments and assign tasks among all QA project staff.

The Engagement Manager must be at least 75% dedicated and working on-site, splitting time as needed between the current (eMedNY) MMIS facility, the future (MAS) MMIS facility, and the MDW facility. A full-time resource may be proposed.

## **C.2. REPLACEMENT MMIS QA PROJECT MANAGER**

The Replacement MMIS QA Project Manager will provide the expertise and management for the MMIS Replacement QA project. This resource is responsible for providing the leadership, creating standards and creating processes required for the successful implementation of QA principles to the development, implementation, operation, maintenance and long-term growth of the MMIS. The Project Manager is strategic in nature, providing the methodological foundation for the MMIS QA function.

The MMIS QA Project Manager must be full-time, dedicated and working on-site, splitting time as needed between the current (eMedNY) MMIS facility and the future (MAS) MMIS facility. As operations of the current MMIS system are transferred, the Replacement MMIS QA Project Manager will assume all MMIS operational QA functions.

## **C.3. eMedNY QA PROJECT MANAGER**

The eMedNY QA Project Manager will provide the expertise and management for the MMIS QA project for the current MMIS (eMedNY). This resource is responsible for providing the leadership, creating standards and creating processes required for the successful implementation of QA principles to the operation, maintenance and turnover from the current eMedNY MMIS. The Project Manager is strategic in nature, providing the methodological foundation for the eMedNY QA function.

The eMedNY QA Project Manager must be full-time, dedicated and working on-site, splitting time as needed between the current (eMedNY) MMIS facility and the future (MAS) MMIS facility. As operations of the current MMIS system are transferred, the Replacement MMIS QA Project Manager will assume the operational functions formerly held by the eMedNY QA project manager. The eMedNY QA Project Manager position will be retired once all eMedNY operations have been taken over by the replacement MMIS.

## **C.4. MDW QA PROJECT MANAGER**

The MDW QA Project Manager will provide the expertise and management for the data warehouse QA project, for both current and any replacement MDW. This resource is responsible for providing the leadership, creating standards and creating processes required for the successful implementation of QA principles to the operation, maintenance and long-term growth of the data warehouse. The Project Manager is strategic in nature, providing the methodological foundation for the data warehouse QA function.

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

## **D. ADDITIONAL ACTIVITIES UNDERTAKEN WITHIN THE SCOPE OF THE MMIS AND MDW**

The Department recognizes that changes in State or federal legislation or regulations might significantly impact the emphasis on particular activities for the MMIS and MDW, and therefore expand the QA staffing activities from those described in this RFP. The Department requires the contractor be able to support additional hours per year that might be needed to provide QA services for this increased level of activity, up to the following amounts: 15,000 hours per year in years 1-2; 10,000 hours in year 3; 5,000 hours per year in years 4-5; and 10,000 hours in year 6.

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

Payment will be based on the actual hours worked on each approved project at the hourly rate as presented in Attachment 3 Pricing Schedule. Actual hours worked in any 2-week period may not exceed estimated hours set forth in the approved work plan without prior written approval from the Project Director.

Payment for work on a supplemental project will be paid upon Department approved completion of the project. The exception to this may be a major system enhancement of long duration and significant Contractor resources. In which case, the Department and the Contractor may, at the Department's sole discretion, work together to break up the body of work into separate projects of tangible benefit to the Department with their own estimated hours and completion date. This will, in essence, provide interim payments to the Contractor. Payments will be made no more frequently than monthly. The allotment of additional annual hours is to be used only for the time spent directly on Department approved projects. Any funds not expended in a contract year will be rolled over and available in the succeeding year(s) using the hourly rate for the corresponding year in which the hours are used.

## **SECTION III: PROPOSAL REQUIREMENTS**

### **A. PROPOSAL FORMAT/CONTENT**

Each bidder's proposal should be submitted as two separately sealed volumes. Volume I should contain the bidder's technical proposal and Volume II should contain the bidder's price proposal. No financial information should be in the technical proposal.

Formatting should be as follows:

- Each page of the proposal should be numbered consecutively from the beginning of the proposal through all appended material.
- Narrative should be double spaced, using a 12 pitch font or larger, with minimum one (1) inch margins all around.
- Proposal should be double-sided on white 8 ½ x 11-inch paper.

### **B. TECHNICAL PROPOSAL**

To promote uniformity of preparation and to facilitate review, the technical proposal should include the following information, in the order prescribed below.

The Technical Proposal should include the following five components:

1. Transmittal Letter
2. Table of Contents
3. Executive Summary/Statement of Understanding
4. Description of Organization and Personnel
5. Preliminary Quality Assurance Plan

## **B.1 TRANSMITTAL LETTER**

***Do not include any information regarding the cost of the proposal in the Transmittal Letter.***

The Transmittal Letter should be submitted on the official business letterhead and signed in ink by an official of the bidding organization. The signatory should be authorized to bind the organization to the provisions of the RFP and Proposal. A template for the Transmittal Letter is provided in Attachment 1.

The Transmittal Letter will be evaluated as part of the Compliance Evaluation screening. Failure to comply may result in disqualification of the vendor from consideration for award. The Transmittal Letter should include:

1. The Bidder's complete name and address, including 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;
2. A statement that the bidder accepts the contract terms and conditions contained in this RFP including any exhibits and attachments;
3. A statement confirming that the bidder has received and acknowledged all Department amendments to the RFP, as may be amended;
4. A statement confirming that the bidder is authorized to do business in New York State;
5. A statement 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;
6. A statement that the proposal of the bidder and all provisions of the proposal will remain valid for a minimum of 365 calendar days from the closing date for submission of proposals;
7. Bidder certifies that either there is no conflict of interest or that there are business relationships and/or ownership interests for the above named organization that may represent a conflict of interest for the organization as bidder, and attached to the letter is a description of how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided;
8. If a proposal is submitted which proposes to utilize the services of a subcontractor(s), the bidder should provide, in an appendix to the Transmittal Letter, a subcontractor summary for each listed subcontractor. An individual authorized to legally bind the subcontractor should sign that subcontractor's summary document and certify that the information provided is complete and accurate. The summary document should contain the following information:
  - a. Complete name of the subcontractor;
  - b. Complete address of the subcontractor;
  - c. A general description of the scope of work to be performed by the subcontractor;
  - d. Percentage of work the subcontractor will be providing;
  - e. 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; and

- f. 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.

## **B.2 TABLE OF CONTENTS**

A Table of Contents for the Technical Proposal should be inserted in the beginning of the proposal. The Table of Contents will identify all sections all subsections contained therein, and the corresponding page numbers.

## **B.3 EXECUTIVE SUMMARY/STATEMENT OF UNDERSTANDING**

The Technical Proposal should include an Executive Summary/Statement of Understanding and should contain a narrative prepared by the bidder that provides the Department with a collective understanding of the contents of the entire Proposal. The Executive Summary/Statement of Understanding should briefly summarize the bidder's understanding of the services that the Department is requesting, the strengths of the bidder, the key features that distinguishes its proposed approach to meet the requirements of the RFP and the major benefits offered by this proposal. The Executive Summary is limited to fifteen (15) pages in length. Any additional pages submitted will not be read or evaluated. Do not include any information regarding the cost of the proposal in the Executive Summary.

## **B.4 ORGANIZATION AND PERSONNEL**

### ***B.4.1 CORPORATE ORGANIZATION***

In this section the bidder should provide its corporate organization chart. If the company is a subsidiary of a parent company, the organization chart should be that of the subsidiary company. The chart should display the company's structure and the organizational placement of the oversight for the Quality Assurance (QA) Services for New York State Medicaid Management Information System (MMIS) Including Medicaid Data Warehouse (MDW). The Proposal should document the legal structure of the company, including the date established and the state in which the company is registered and incorporated, as applicable:

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

### ***B.4.2 MINIMUM EXPERIENCE***

The bidder shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the services required including the following:

1. The bidder must have a minimum of forty-eight (48) months' experience assisting clients in the areas of project management and quality assurance of complex, integrated data systems;
2. The bidder must have experience in health services or health insurance administration.

### ***B.4.3 PREFERRED EXPERIENCE***

The bidder should discuss all relevant Corporate Experience, including provision of quality assurance services for large healthcare programs (e.g., Medicare, Medicaid, commercial insurance) contracts, within the last five (5) years. As appropriate, bidders should also list prime contractors or subcontractors to the bidder.

### ***B.4.4 PROJECT SUMMARIES***

The bidder should provide three (3) project summaries that meet the requirements of Section B.4.2 Experience, above. Bidders should provide the following items in the Project Summaries:

1. Title of the project;
2. Name of customer's organization;
3. Customer contact, including title, and current telephone number;
4. Start and end dates of the contract;
5. Average staff hours in FTEs during operations; and,
6. Brief description of scope of work (stress relevance to this contract).

### ***B.4.5 LETTERS OF REFERENCE***

The Department reserves the right to request Letters of Reference from at least three (3) previous customers that include a contact person, email address, and telephone and fax numbers for each reference.

### ***B.4.6 ANTICIPATED STAFFING***

As part of its proposal, the bidder should provide a staffing plan that includes the anticipated staffing by category on an annual basis over the six-year life of the contract. Staffing for any option years will be based upon the staffing during the last year of the base contract.

This staffing plan should include an organizational chart for each stage of the project depicting the key staff and showing all other proposed staff by title, minimum qualifications for that title and number of positions being proposed. This plan should be detailed and will be used to determine if the bidder has a comprehensive understanding of the breadth and depth of this RFP. The Department may require that the contractor update the Staffing and Organization Plan semi-annually.

The bidder must name Key staff in its proposal and provide a detailed current resume for each. Proposed Key staff must include an Engagement Manager, a MMIS QA Project Manager, an eMedNY Project Manager, and a MDW QA Project Manager. The bidder should determine and identify in its staffing plan any staff beyond this minimum that will be needed to meet the requirements set forth in this RFP. Failure to name key staff may result in disqualification of the proposal. All proposed key staff must be scheduled to be available no later than two (2) weeks following OSC approval of the contract. Key staff consists of the project's senior leadership. These resources are responsible for providing the overall leadership and management, obtaining necessary corporate resources, and creating standards and processes as described in this RFP. All key staff positions must be filled by a single, dedicated person.

If in the event the candidates proposed and accepted for this engagement are not available within two weeks following OSC approval of the contract, the Department requires proposed staff of equal or greater qualifications as a replacement, and the Department reserves the right of prior approval of the proposed candidates

## **B5. QUALITY ASSURANCE PLAN**

Bidders are to develop and include in their proposal a proposed Quality Assurance Plan as described in Section II. Following OSC approval of the contract resulting from this RFP, the QA contractor will be required to meet with the Department's Project Director within twenty (20) business days to review the proposed Quality Assurance Plan. A finalized plan that includes a detailed work plan will be required within ten (10) business days following that meeting.

At a minimum, the Quality Assurance Plan should include discussion of the bidder's proposed:

1. Quality Management Methodology
2. Project Management/Data Governance Methodology
3. Issue/Problem tracking/Resolution Methodology
4. Risk Management Methodology
5. Application of Industry Standards Methodology
6. High-level Work Plan

## **C. PRICE PROPOSAL**

The bidder should submit a price proposal separate from the technical proposal. The Price Proposal should include:

1. Lobbying Form (Attachment 4)
2. Pricing Schedule (Attachment 3)
3. Vendor Responsibility Attestation (Attachment 6) and related materials as required
4. M/WBE Utilization Plan Form (Attachment 7)

At the time of the award, the Department reserves the right to modify the payment schedule proposed by the bidder to achieve a reasonably equitable deliverable-based payment schedule based on the proposed staffing. No more than 25% of the total contract value (the sum of fixed price and supplemental costs for years 1-6) may be assigned to the first contract year. **Proposals in which the 1<sup>st</sup> year price exceeds 25% of the total contract value will be disqualified.**

## **SECTION IV: METHOD OF AWARD**

### **A. VENDOR SELECTION**

The State of New York will perform a fair and comprehensive evaluation of the proposals received in response to this RFP in accordance with the New York State finance law.

The technical proposals and cost proposals will be evaluated separately. Scoring will be split 75% for the Technical Evaluation and 25% for the Price Evaluation. Points will be totaled for a final score. The proposal awarded the most points will be awarded the contract.

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

#### **A.1 COMPLIANCE REVIEW**

The Department will examine all proposals that are received in a timely manner to determine if they meet the proposal submission requirements, as described in Section III of this RFP. Proposals that are

materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Department, may be rejected. Proposals failing to pass the Compliance Review will be considered nonresponsive and will not be evaluated any further.

## **A.2 TECHNICAL PROPOSAL SCORING**

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

Formula:  $(x/y)*z$  – where:

- x = raw score of proposal being scored
- y = raw score of highest scored proposal
- z = total points available (75)

Technical proposals will be evaluated according to the following criteria:

1. Understanding of Department Requirements (25 points). Bidders will be evaluated on how well they demonstrate an understanding of the scope and purpose of the various Quality Assurance activities to be performed. The bidder must demonstrate knowledge of the environment in which the activities will take place including identification of issues and obstacles to implementing an effective and consistent Quality Assurance program for existing and future systems.
2. Organization and Personnel Qualifications, Experience and Capacity (25 points). Bidders will be evaluated based on the organization's capacity to carry out the required Quality Assurance activities on a timely basis and their ability to demonstrate prior experience in providing Quality Assurance services similar in nature those required by this RFP. The bidder's proposal will also be judged on the staffing plan provided, and the relevant experience and qualifications of proposed Quality Assurance team members.
3. Technical Approaches (25 points). Bidders will be evaluated on how well they translate the Quality Assurance goals and responsibilities contained in the RFP into an effective and efficient Quality Assurance program. The bidder's approach to quality management, project management and data governance, issue and problem tracking and resolution, and risk management will be evaluated based on the goals and objectives set forth in the Scope of Work section of the RFP.

## **A.3 PRICE PROPOSAL SCORING CRITERIA**

Each bidder's Price Proposal will be evaluated separately from the Technical Proposal. The basis for the Price Proposal evaluation rankings will be the price offer received from each bidder. The total price offers will be ranked with the lowest price bid of a responsible bidder awarded the weighted maximum total of points.

Formula:  $(x/y)*z$  where:

- x = bid price of lowest bid
- y = bid price of proposal being scored
- z = total points available (25)

#### **A.4 TOTAL COMBINED SCORE**

The technical and price scores will be added together for a Total Combined Score. The proposal with the highest total score will be selected as the awardee.

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

- Lowest Price
- Minority/Women-owned Business Enterprise (MWBE) utilization
- Past Experience
- References

#### **B. NOTIFICATION OF AWARD**

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

### **SECTION V: ADMINISTRATIVE**

#### **A. ISSUING AGENCY**

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

#### **B. INQUIRIES**

Prospective bidders may submit questions relating to the RFP in writing by email to the designated contact listed on page ii of the RFP. To the degree possible, each inquiry should cite the RFP section and paragraph to which it refers. Questions must be received by the Department on or before 3:00pm 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 during the question period.

This RFP is posted on the Department of Health's website at <http://www.health.ny.gov/funding>. Questions and answers, as well as any RFP modifications, will be posted on the Department of Health's website at <http://www.health.ny.gov/funding> by the date specified on the cover page of this RFP.

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

#### **C. SUBMISSION OF PROPOSALS**

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

	Electronic Submission	Original	Copies
Technical Proposal	1 copy in a standard searchable PDF format	3 Original Hard Copy	6 Hard Copies

	on a closed session CD-R (not CD-RW) or flash drive, with copy/read permissions only		
Price Proposal	1 copy in a standard searchable PDF format on a closed session CD-R (not CD-RW) or flash drive, with copy/read permissions only	3 Original Hard Copy	3 Hard Copies

1. The proposal must be received by the Department in Albany, New York, no later than the time on the day specified on the cover page of this RFP and at the address specified in Section V, C.1 Two-part Proposals.
2. All printed proposal materials should be printed on 8.5” x 11” white paper (two-sided), be clearly page numbered on the bottom of each page with appropriate header and footer information that assist in the review of the proposal. A type size of eleven (11) points or larger and an “Arial” font should be used for all body text. For non-body text (e.g., charts, tables, etc.), the text should be no smaller than 8 point font. The Technical Proposal materials should be presented in binder(s) separate from the sealed Price Proposal. The sealed Price Proposal should be presented in a separate binder.
3. All files on the flash drives or CDs/DVDs should be individually identified by Component Name (Technical or Price Proposal), Vendor, proposal part, and version.
4. The proposal should be as specific as possible in its responses to provide the Department with an adequate understanding of the intent of the proposal
5. The Department discourages overly lengthy proposals. Proposals should be self-contained. No models, videotapes, brochures or Web site postings will be accepted.
6. The Vendor must take every precaution to eliminate discrepancies between hardcopies and electronic copies of their proposal. In the event of any discrepancies between the original hardcopies of the Technical Proposal and Price Proposal and the copies supplied on CDs, the hardcopy will prevail.

**C.1 TWO-PART PROPOSALS**

Proposals should be submitted in two (2) separate, clearly labeled packages: a Technical Proposal and a Price Proposal, prepared in accordance with the requirements stated in this RFP.

Sealed proposals shall be directed to the following address:

Patrick Allen  
New York State DOH/DOS/Administration and Contracts  
NYSDOH - MISCNY  
ESP P1-11 S Dock J  
Albany NY 12237

Bidders who wish to hand deliver their proposals must contact Mr. Allen a minimum of twenty-four (24) hours in advance of the anticipated delivery date. (Phone and email contact information is listed on page ii.).

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

Quality Assurance (QA) Services for New York State Medicaid Management Information System  
(MMIS) Including Medicaid Data Warehouse (MDW)  
Technical Proposal  
RFP # 15458  
(Vendor Name)

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

Quality Assurance (QA) Services for New York State Medicaid Management Information System  
(MMIS) Including Medicaid Data Warehouse (MDW)  
Price Proposal  
RFP # 15458  
(Vendor Name)

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.

## **D. 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 proposal due date, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the proposal due date, 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 calendar days from the proposal due date; 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 a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

## **E. PAYMENT**

Payment for the fixed price activities shall be made in increments of 1/12<sup>th</sup> of the total price for the current contract year, upon completion by the contractor of all deliverables due in a given monthly period. As described in Section II.D, payment for work on a supplemental project will be paid upon Department approved completion of the project or project segment. Payments will be made no more frequently than monthly. The contractor shall submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the contract to the STATE's designated payment office in order to receive payment to one of the following addresses:

1. Preferred Method: Email a .pdf copy of your signed voucher to the BSC at:

[DOHaccounts payable@ogs.ny.gov](mailto:DOHaccounts payable@ogs.ny.gov) with a subject field as follows:

Subject: **Unit ID: 3450420 <<Contract #>>**

(Note: **do not** send a paper copy in addition to your emailed voucher.)

2. Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health**

**Unit ID 3450420**

**PO Box 2093**

**Albany, NY 12220-0093**

In the event the contractor fails, in the reasonable judgment of the State, to properly perform in accordance with the performance standards, payment may be withheld by the State until such time as the State reasonably determines that the performance standards are met. If the performance standard in question is subsequently achieved or furnished as determined by the State, payment shall be released to the Contractor.

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/](http://www.osc.state.ny.us/epay/), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-486-1255. The 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 by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law and in monthly payments in accordance with the contract.

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

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

## **F. REVIEW OF DELIVERABLES**

The State will attempt to review deliverables submitted by the contractor to the State, accept or reject those deliverables, and provide written comments and notice of deficiencies, if any, to the contractor, within fifteen (15) business days of receipt and will use all reasonable efforts to complete the review in less than the allotted time. The contractor shall correct the deficiencies cited by the State and resubmit the deliverable for approval within ten (10) business days of receipt of the State's comments, unless an extension is requested in writing by the contractor and approved in writing by the State. The contractor shall respond to all State comments and incorporate such response into its resubmission of the deliverable. Full response by the contractor to the State's comments within ten (10) business days will constitute fulfillment of that deliverable unless the State provides, within ten (10) business days of receipt of the resubmitted deliverable, notice of a continuing deficiency. If notice of a continuing deficiency is given, the State will provide to the contractor a detailed description of the deficiencies that continue. If the contractor fails to meet all criteria within the timeframes mentioned above, the State reserves the right to withhold payment until the State is satisfied that all the deliverables have been achieved as set forth in this Agreement.

As used in this section, the term "continuing deficiency" shall be limited to:

1. Inadequate resolution, in the reasonable judgment of the State, of the items raised during the previous State review;

2. Related issues which were tied to or created by the method of resolving the previous State comments;
3. Items which could not be thoroughly tested or reviewed by the State because of an inadequate, incorrect or incomplete deliverable, previously submitted, which was identified as inadequate, incorrect or incomplete by the State's previous written comments; and
4. Omissions of parts of a deliverable.

Such reviews and resubmissions shall not be construed as a waiver of any deliverable or obligation to be performed under this Agreement, nor of any scheduled deliverable date, nor any rights or remedies provided by law or under this Agreement, nor State comment on any deliverable, relieve the Contractor from any obligation or requirement of this Agreement.

In the event the State fails to review and accept or reject a deliverable within fifteen (15) business days of receipt, the contractor shall notify the State of the late response and proceed with performance as if acceptance had been received from the State. However, such failure by the State to respond shall not constitute acceptance of the deliverable by the State. If, in such circumstances, the State subsequently requires material changes to the deliverable, the parties shall fairly consider and mutually agree as to the effect of the untimely rejection or acceptance on the delivery or implementation schedules. In no event shall the contractor be entitled to any price increase due to the need to correct deficient deliverables.

The contractor should deliver drafts of deliverables to the State to facilitate the State's review process. Nothing set forth herein with regard to the formal review process for deliverables shall preclude verbal comments by the State to the contractor or its representatives during that process, and those verbal comments may be provided in addition to the formal process set forth herein.

## **G. TERM OF CONTRACT**

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

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

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

## **H. CONTRACT RENEWAL PRICING**

Should the Department elect to renew the term of the contract, the pricing for each optional contract renewal period will be subject to an annual price increase of the lesser of three percent (3%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington, D.C., 2012 for the twelve (12) month period ending three (3) calendar months prior to the end date of the last year of the contract, as may be amended.

## **I. DEBRIEFING**

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

## **J. PROTEST PROCEDURES**

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). The Guide is available online at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>. (Direct link to protest procedures: [http://www.osc.state.ny.us/agencies/guide/files/XIatt1\\_17.pdf](http://www.osc.state.ny.us/agencies/guide/files/XIatt1_17.pdf))

## **K. 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 [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@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 6).

## **L. STATE CONSULTANT SERVICES REPORTING**

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

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

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

These forms may be accessed electronically at: <http://www.osc.state.ny.us/procurement/>

## **M. LOBBYING STATUTE**

- a. 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:
- b. 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;
- c. 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;
- d. 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;

- e. authorizes the New York State Joint Commission on Public Ethics (JCOPE) to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- f. 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;
- g. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- h. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- i. modifies the governance of the New York State Joint Commission on Public Ethics (JCOPE)
- j. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- k. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- l. 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 Joint Commission on Public Ethics (JCOPE).

## **N. 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.

## **O. INFORMATION SECURITY BREACH AND NOTIFICATION ACT**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at:

<http://www.cscic.state.ny.us/security/securitybreach/>

## **P. NEW YORK STATE TAX LAW SECTION 5-A**

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

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

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

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

**NYS Taxation and Finance Contractor Certification Form ST-220 –TD** may be accessed electronically 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)

**NYS Taxation and Finance Contractor Certification Form ST-220 –CA** may be accessed electronically 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)

## **Q. 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.

## **R. CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

### **NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health recognizes its obligation to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of New York State Department of Health contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that New York State Department of Health establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, New York State Department of Health hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as

subcontractors or suppliers in the performance of the Contract and Contractor agrees that New York State Department of Health may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how New York State Department of Health will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and New York State Department of Health may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Bidders are required to submit a MWBE Utilization Plan on Form #1 with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to New York State Department of Health.

B. New York State Department of Health will review the submitted MWBE Utilization Plan and advise the Bidder of New York State Department of Health acceptance or issue a notice of deficiency within 30 days of receipt.

C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the [AGENCY NAME, address phone and fax information], a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by New York State Department of Health to be inadequate, New York State Department of Health shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form #2. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

D. New York State Department of Health may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver; or
- d) If New York State Department of Health determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to New York State Department of Health, but must be made prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report on Form #3 to the New York State Department of Health address, phone and fax information, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

## Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form #4) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the New York State Department of Health, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

## S. IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Department of Health receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Department of Health will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Department of

Health shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Department of Health reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## **T. ENCOURAGING USE OF NEW YORK BUSINESSES IN CONTRACT PERFORMANCE**

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidder's should complete Attachment 9 to indicate their intent to use/not use New York Businesses in the performance of this contract.

## **U. APPENDICES**

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

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

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

## **V. LIST OF ATTACHMENTS**

- 1. Transmittal Letter Template
- 2. Staffing Qualifications
- 3. Pricing Schedule (A&B)
- 4. Lobbying Form
- 5. No-Bid Form
- 6. Vendor Responsibility Attestation
- 7. M/WBE Utilization Forms
- 8. Sample Standard Contract Language with Appendices
  - a. Appendix A - Standard Clauses for All New York State Contracts
  - b. Appendix X - Modification Agreement Form
  - c. Appendix D - General Specifications
  - d. Appendix H – Federal Health Insurance Portability and Accountability Act (HIPAA)
  - e. Appendix G - General Notices
  - f. Appendix M -Participation By Minority Group Members And Women With Respect To State Contracts: Requirements And Procedures
- 9. Encouraging Use Of New York Businesses In Contract Performance

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**Attachment 1: Transmittal Letter Template**  
**[TO BE COMPLETED ON BIDDER'S LETTERHEAD]**

**[INSERT CURRENT DATE]**

Procurement Coordinator  
Mailstop: MISCNY  
NYS Department of Health  
Albany, NY 12237

Re: Quality Assurance (QA) Services for New York State Medicaid Management Information System (MMIS) Including Medicaid Data Warehouse (MDW)

Dear Procurement Coordinator:

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

1. Bidder provides the following statement which describes the legal structure of the entity submitting the proposal: **[Insert Bidder's Response]**;
2. Bidder accepts the contract terms and conditions contained in this RFP, including any exhibits and attachments;
3. Bidder acknowledges receipt of all Department amendments to this RFP, as may be amended;
4. 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;
5. Bidder agrees that the proposal and all provisions of the proposal will remain valid for minimum of 365 calendar days from the closing date for submission of proposals;
6. Bidder certifies:
  - a) that there are business relationships and/or ownership interests for the above named organization that may represent a conflict of interest for the organization as bidder, as described in the RFP. Attached to this letter is a description of how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided; **OR**
  - b) that no conflict of interest relationship exists for the above named organization as bidder
7. Bidder is/is not [indicate one] proposing to utilize the services of any subcontractor(s). If a

proposal is submitted which proposes to utilize the services of a subcontractor(s), the bidder provides, in an Appendix to this Transmittal Letter, a subcontractor summary for each listed subcontractor and certifies that the information provided is complete and accurate.

The summary document for each listed subcontractor should contain the following information:

- a. Complete name of the subcontractor;
- b. Complete address of the subcontractor;
- c. A general description of the scope of work to be performed by the subcontractor;
- d. Percentage of work the subcontractor will be providing;
- e. 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; and
- f. 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 undersigned individual affirms and represents that he/she has the legal authority and capacity to sign and submit this bid on behalf of **[Insert Bidder's Name]** as well as to execute a contract with the Department.

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Signature of Authorized Official

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Printed Name of Authorized Official

## Attachment 2: Preferred Staffing Qualifications

Role	Engagement Manager	
<b>Description</b>	The Engagement Manager has overall responsibility for all work and quality assurance deliverables performed by the contractor over the life of the contract.	
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Provide senior leadership for all phases of the QA project</li> <li>• Maintain the overall QA project budget</li> <li>• Develop and maintain the overall QA project plan</li> <li>• Maintain consistency in the standards and processes used by the various QA Project Managers</li> <li>• Ensure presence of adequate staff to meet QA deliverables in a timely fashion</li> <li>• Coordinate and monitor the tasks and activities of the Contractor QA teams throughout the life of the contract</li> </ul>	
<b>Skills</b>	<ul style="list-style-type: none"> <li>• Project planning and management</li> <li>• Issues management</li> <li>• Organization and people management</li> <li>• MMIS quality assurance</li> <li>• Health care systems</li> <li>• Communication, facilitation and presentation skills</li> <li>• Strong analytical skills</li> <li>• Knowledge of Medicaid and MITA principles</li> </ul>	
<b>Experience</b>	Health IT QA	Five (5) or more years' experience managing MMIS or other Health IT QA projects
	Large team management	Managed four (4) or more projects with teams of greater than four (4) and at least one (1) project with a team of ten (10) or more.
	Medicaid Systems	Five (5) or more years of experience

Role	MMIS (eMedNY) QA Project Manager	
<b>Description</b>	The Project Manager has overall responsibility for the quality assurance function of the current MMIS system over the life of the contract or the system, whichever comes first. The Project Manager defines, plans, schedules and controls all QA activities related to the project. The Project Manager ensures that appropriate resources are available to accomplish the tasks, deliverables and other activities associated with eMedNY.	
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Manage all phases of the eMedNY QA project</li> <li>• Maintain the eMedNY QA project budget</li> <li>• Develop and maintain the eMedNY QA project plan</li> <li>• Monitor progress and quality against the established eMedNY QA project plan</li> <li>• Review and guide the Contractor team’s QA work with regards to all major deliverables</li> <li>• Assign, coordinate and monitor the tasks and activities of the Contractor team throughout the life of the contract</li> <li>• Report the status of all eMedNY QA project phases to the Department</li> </ul>	
<b>Skills</b>	<ul style="list-style-type: none"> <li>• MMIS quality assurance</li> <li>• Health care systems</li> <li>• Project planning and management</li> <li>• Issues management</li> <li>• Organization and people management</li> <li>• Communication, facilitation and presentation skills</li> <li>• Strong analytical skills</li> <li>• Knowledge of Medicaid and MITA principles</li> </ul>	
<b>Experience</b>	Health IT QA	Five (5) or more years’ experience managing MMIS or other Health IT QA projects
	Team management	Managed three (3) or more projects with teams of greater than three (3)
	Medicaid Systems	Five (5) or more years of experience

Role	Replacement MMIS (MAS) QA Project Manager	
<b>Description</b>	<p>The Project Manager has overall responsibility for the quality assurance function of the replacement MMIS system over the life of the contract. The Project Manager defines, plans, schedules and controls all QA activities related to the project. The Project Manager ensures that appropriate resources are available to accomplish the tasks, deliverables and other activities associated with the replacement MMIS.</p> <p>The Replacement MMIS QA Project Manager will provide the expertise and management for the MMIS Replacement QA project. This resource is responsible for providing the leadership, creating standards and creating processes required for the successful implementation of QA principles to the development, implementation, operation, maintenance and long-term growth of the replacement MMIS. The Project Manager is strategic in nature, providing the methodological foundation for the MMIS QA function.</p>	
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Manage all phases of the Replacement MMIS QA project</li> <li>• Maintain the Replacement MMIS QA project budget</li> <li>• Develop and maintain the Replacement MMIS QA project plan</li> <li>• Monitor progress and quality against the established Replacement MMIS QA project plan</li> <li>• Review and guide the Contractor team’s QA work with regards to all major deliverables</li> <li>• Assign, coordinate and monitor the tasks and activities of the Contractor team throughout the life of the contract</li> <li>• Report the status of all Replacement MMIS QA project phases to the Department</li> </ul>	
<b>Skills</b>	<ul style="list-style-type: none"> <li>• MMIS quality assurance</li> <li>• Health care systems</li> <li>• Project planning and management</li> <li>• Issues management</li> <li>• Organization and people management</li> <li>• Communication, facilitation and presentation skills</li> <li>• Strong analytical skills</li> <li>• Knowledge of Medicaid and MITA principles</li> </ul>	
<b>Experience</b>	Health IT QA	Five (5) or more years’ experience managing MMIS or other Health IT QA projects
	Team management	Managed three (3) or more projects with teams of greater than three (3)
	Medicaid Systems	Five (5) or more years of experience

Role	MDW Project Manager	
<b>Description</b>	The Project Manager has overall responsibility for the quality assurance function of the Medicaid Data Warehouse over the life of the contract. The Project Manager defines, plans, schedules and controls all QA activities related to the project. The QA Project Manager ensures that appropriate resources are available to accomplish the tasks, deliverables and other activities associated with the data warehouse.	
<b>Responsibilities</b>	<ul style="list-style-type: none"> <li>• Manage all phases of the QA project</li> <li>• Maintain the QA project budget</li> <li>• Develop and maintain the QA project plan</li> <li>• Monitor progress and quality against the established QA project plan</li> <li>• QA with regards to all major deliverables</li> <li>• Assign, coordinate and monitor the tasks and activities of the Contractor team throughout the life of the contract</li> <li>• Report the status of all QA project phases to the Department</li> </ul>	
<b>Skills</b>	<ul style="list-style-type: none"> <li>• Data warehouse quality assurance</li> <li>• Health care systems</li> <li>• Project planning and management</li> <li>• Issues management</li> <li>• Organization and people management</li> <li>• Communication, facilitation and presentation skills</li> <li>• Strong analytical skills</li> <li>• Knowledge of Medicaid and MITA principles</li> </ul>	
<b>Experience</b>	Health Data warehouse QA	Five (5) or more years' experience managing data warehouse QA projects for a large health care or health IT organization
	Team management	Managed three (3) or more projects with teams of greater than three (3)
	Medicaid data warehousing	Three (3) or more years of experience managing Medicaid data

Role	All other Roles
<b>Description</b>	<p>Provided below are recommended experience and skill sets to be met by additional proposed junior and senior staff as a whole. Individual junior staff lacking the experience listed under Types of Experience will not result in penalty during evaluation so long as the additional proposed staff as a whole has one or more individuals who satisfy the qualifications.</p>
<b>Types of Responsibilities</b>	<ul style="list-style-type: none"> <li>• Design and create quality assurance standards and requirements at the onset of the development tasks and activities</li> </ul> <p>Prepare the MMIS QA requirements documentation</p> <ul style="list-style-type: none"> <li>• Prepare the data warehouse QA requirements documentation</li> <li>• Identify and document QA issues and report back to Department management</li> <li>• Identify and document QA issues and recommendations relative to the implementation of the proposed MDW technical architecture and report back to Department management</li> <li>• Identify and document QA issues and recommendations relative to any and all modifications to the proposed MDW technical architecture and report back to Department management</li> <li>• Review and provide detailed risk analysis relative to the integration of the proposed technical architecture</li> <li>• Identify and document QA issues and recommendations relative to MDW and eMedNY integration design</li> <li>• Review and provide detailed risk analysis relative to MDW and eMedNY integration design</li> <li>• Work with Department management to provide oversight and coordination between the current eMedNY contractor and the MDW contractor regarding turnover activities during Phase 1 of the Replacement MDW/OHIP Data Mart Operational Support contract</li> <li>• Work with Department management to provide direction to the current eMedNY contractor in regard to optimizations of the existing eMedNY DW and the sourcing of the existing data warehouse and the future MDW from the MMIS</li> </ul>

<b>Types of Skills</b>	<ul style="list-style-type: none"> <li>• Data warehouse quality assurance</li> <li>• Health care systems</li> <li>• Project planning and management</li> <li>• Issues management</li> <li>• Organization and people management</li> <li>• Communication, facilitation and presentation skills</li> <li>• Strong analytical skills</li> <li>• Knowledge of Medicaid and MITA principles</li> <li>• Ability to develop comprehensive QA requirements</li> <li>• Ability to create and manage QA reporting functions</li> <li>• Knowledge of the Medicaid program and systems, MITA principles</li> <li>• Project planning and management</li> <li>• Issues management</li> <li>• Organization and people management</li> <li>• Communication, facilitation and presentation skills</li> <li>• Strong analytical skills</li> </ul>	
<b>Types of Experience</b>	MMIS QA	Three (3) or more years' experience in MMIS QA
	Data warehouse QA	Three (3) or more years' experience in data warehouse QA
	Medicaid Systems	Four (4) or more years' experience
	SOA	Four (4) or more years' experience
	Data warehouse data access and reporting tools	Four (4) or more years' experience
	SQL development	Three (3) or more years' experience
	Medicaid data warehousing	Three (3) or more years' experience
	Design, development and implementation of complex technical solutions requiring management of both state and contractor resources	Three (3) or more years' experience
	Managing large contracts and contractors involved in developing and implementing large human services systems.	Three (3) or more years' experience

	Identification and documentation of technical architecture issues and the implementation of recommendations	Three (3) years or more experience
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### **Attachment 3: Pricing Schedule (A&B)**

Schedules A & B must be filled out in their entirety and cannot be altered or changed.

#### **Pricing Schedule A – Total Fixed Price**

Pricing Schedule A summarizes the price for all contractor activities during the base contract period, including all activities related to providing QA services described in this RFP. The Total Fixed Price on this schedule must equal the sum of all other pricing schedule totals. The bidder should insert its name into the Bidder field of the form.

No more than 25% of the total contract value (the sum of fixed price and supplemental costs for years 1-6) may be assigned to the first contract year. **Proposals in which the 1<sup>st</sup> year price exceeds 25% of the total contract value will be disqualified.**

#### **Pricing Schedule B – Supplemental Staff Price**

In Pricing Schedules B, bidders should submit the fixed hourly rate for each labor category identified and calculate the total annual price for each labor category and the total for each contract year. Activities related to the specific deliverables outlined in this RFP are not supplemental, and should be included in the Total Fixed Price. The selected contractor must have capacity to support supplemental hours provided per contract year but will only bill NYS for actual hours used at the direction of NYS and based upon a specific project request. Annual hours by category are for evaluation purposes; actual hours by category may vary. The balance of unused enhancement funding shall be rolled into the following contract year. The total annual price, plus any amount rolled forward from previous years, cannot be exceeded in any one year.

The hourly rate must be a fully loaded rate and include all personnel, overhead, indirect, travel, profit, equipment usage, and other miscellaneous costs. The contractor will be paid at the hourly rates proposed for time each individual is used on identified and approved Department projects. Time spent by these individuals for such activities as training or administrative time is to be included in the fixed cost and will not be paid separately.

**Attachment 3: Pricing Schedule A**

<b>Total Price:</b>							
<b>Bidder:</b>							
<b>Pricing Schedule A</b>							
Pricing Element	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Total
1. Fixed Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Supplemental Staff (Schedule B)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<p>The fixed price is an all-inclusive price for the MMIS QA as defined herein. The contractor will not be reimbursed for any additional costs except for supplemental staff that the Department may require as additional requirements become known and additional funding becomes available. These staff will be based on the hourly rate in Pricing Schedule B.</p> <p><b>Proposals in which the 1<sup>st</sup> year price exceeds 25% of the total contract value will be disqualified.</b></p>							

**Attachment 3: Pricing Schedule B**

<b>Supplemental Staff Price</b>			
<b>Bidder:</b>			
<b>Pricing Schedule B</b>			
<b>Contract Year 1</b>			
<b>Labor Category</b>	<b>Hourly Rate</b>	<b>Annual Hours</b>	<b>Total Annual Price</b>
Senior Quality Assurance Business Analyst	\$ -	7,500	\$ -
Quality Assurance Business Analyst	\$ -	7,500	\$ -
		15,000	\$ -
<b>Contract Year 2</b>			
<b>Labor Category</b>	<b>Hourly Rate</b>	<b>Annual Hours</b>	<b>Total Annual Price</b>
Senior Quality Assurance Business Analyst	\$ -	7,500	\$ -
Quality Assurance Business Analyst	\$ -	7,500	\$ -
		15,000	\$ -
<b>Contract Year 3</b>			
<b>Labor Category</b>	<b>Hourly Rate</b>	<b>Annual Hours</b>	<b>Total Annual Price</b>
Senior Quality Assurance Business Analyst	\$ -	5,000	\$ -
Quality Assurance Business Analyst	\$ -	5,000	\$ -
		10,000	\$ -
<b>Contract Year 4</b>			
<b>Labor Category</b>	<b>Hourly Rate</b>	<b>Annual Hours</b>	<b>Total Annual Price</b>
Senior Quality Assurance Business Analyst	\$ -	2,500	\$ -
Quality Assurance Business Analyst	\$ -	2,500	\$ -
		5,000	\$ -

<b>Contract Year 5</b>			
<b>Labor Category</b>	<b>Hourly Rate</b>	<b>Annual Hours</b>	<b>Total Annual Price</b>
Senior Quality Assurance Business Analyst	\$ -	2,500	\$ -
Quality Assurance Business Analyst	\$ -	2,500	\$ -
		5,000	\$ -
<b>Contract Year 6</b>			
<b>Labor Category</b>	<b>Hourly Rate</b>	<b>Annual Hours</b>	<b>Total Annual Price</b>
Senior Quality Assurance Business Analyst	\$ -	5,000	\$ -
Quality Assurance Business Analyst	\$ -	5,000	\$ -
		10,000	\$ -

**Attachment 4: Lobbying Form**  
**NEW YORK STATE**  
**DEPARTMENT OF HEALTH**

**PROCUREMENT TITLE:** Quality Assurance (QA) Services for New York State Medicaid Management Information System (MMIS), Including Medicaid Data Warehouse (MDW)

**RFP #15458**

Bidder Name:

Bidder Address:

Bidder Vendor ID #:

Bidder Federal ID#:

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

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

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

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

No

Yes

If yes, please answer the next questions:

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

No

Yes

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

No

Yes

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

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

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

Basis of Finding of Non-Responsibility:

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(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)

**B.** 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)

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**Attachment 5: No-bid Form**

New York State  
Department of Health  
NO-BID FORM

PROCUREMENT TITLE: Quality Assurance (QA) Services for New York State Medicaid Management Information System (MMIS) Including Medicaid Data Warehouse (MDW)

RFP # 15458

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:

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- Please retain our firm on your mailing list.

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(Firm Name)

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<hr/> <p>(Officer Signature)</p>	<hr/> <p>(Date)</p>
<hr/> <p>(Officer Title)</p>	<hr/> <p>(Telephone)</p>

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(E-mail Address)

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

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**Attachment 6: Vendor Responsibility Attestation**

To comply with the Vendor Responsibility Requirements outlined in Section V: Administrative , K - Vendor Responsibility Questionnaire, I hereby certify:

**Choose one:**

- An on-line Vendor Responsibility Questionnaire has been updated or created at NYS OSC's website: <https://portal.osc.state.ny.us> within the last six months.
  
- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.
  
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

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

Organization: \_\_\_\_\_

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

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**Attachment 7:**  
**New York State Department of Health**  
**M/WBE Procurement Forms**

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

M/WBE Form#1: Bidder's M/WBE Utilization Plan

M/WBE Form#2: M/WBE Waiver Request

M/WBE Form#3: QUARTERLY UPDATE - M/WBE CONTRACTOR  
COMPLIANCE & PAYMENT Report

M/WBE Form#4: M/WBE Staffing Plan

M/WBE Form#5: Equal Employment Policy Statement - Sample

M/WBE Form#6: M/WBE Workforce Employment Utilization  
Report

**New York State Department of Health**

**BIDDER/CONTRACTOR M/WBE UTILIZATION PLAN**

<b>Bidder/Contractor Name:</b>	
<b>Vendor ID:</b>	<b>Telephone No.</b>
<b>RFP/Contract Title:</b>	<b>RFP/Contract No.</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>

**New York State Department of Health  
 BIDDER/CONTRACTOR PROPOSED M/WBE UTILIZATION PLAN  
 MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION**

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

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

**New York State Department of Health  
 BIDDER/CONTRACTOR PROPOSED M/WBE UTILIZATION PLAN  
 WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION**

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

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

New York State Department of Health

M/WBE UTILIZATION WAIVER REQUEST

<b>Bidder/Contractor Name:</b>	
<b>Vendor ID:</b>	<b>Telephone No.</b>
<b>RFP/Contract Title:</b>	<b>RFP/Contract No.</b>

Explanation why Bidder/Contractor is unable to meet M/WBE goals for this project.:

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Include attachments below to evidence good faith efforts:

- Attachment A. List of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- Attachment B. List of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- Attachment D. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- Attachment E. Identify dates of any pre-bid, pre-award or other meetings attended by contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract.
- Attachment F. Other information deemed relevant to the request.

Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote MWBE participation pursuant to the MWBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Submitted by : \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

**New York State Department of Health  
QUARTERLY UPDATE  
M/WBE CONTRACTOR COMPLIANCE & PAYMENT REPORT**

<b>Contractor Name:</b>	
<b>Contract Title:</b>	<b>Contract No.</b>

**TOTAL PROJECTED M/WBE USAGE (from original M/WBE Utilization Plan)**

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

**ACTUAL M/WBE USAGE\* AS OF \_\_\_\_\_ (insert date)**

	%	Amount
1. Total Dollar Value Completed to date	100	\$
2. MBE Utilization to date		\$
3. WBE Utilization to date		\$
4. M/WBE Combined Utilization to date		\$

\* Report usage from contract start date to quarterly end-date inserted above.

**Explain any deficiencies in attaining M/WBE goals in the space below:**

Submitted by : \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

Check applicable categories:  Project Staff  Consultants  
 Subcontractors

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

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

\_\_\_\_\_  
(Name and Title)

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

\_\_\_\_\_  
Date

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

**M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

Signature & Date

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

\_\_\_\_\_  
Name & Title

**New York State Department of Health  
WORKFORCE EMPLOYMENT UTILIZATION REPORT**

Check applicable categories:  Project Staff  Consultants  
 Subcontractors

Contractor Name \_\_\_\_\_ Contract # \_\_\_\_\_

Staff Used on Contract for the quarter      /      /      to      /      /     

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

Explain variances from original staffing plan submitted in the space below:

\_\_\_\_\_  
(Name and Title)

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

\_\_\_\_\_  
Date

**Attachment 8: SAMPLE STANDARD NYS CONTRACT LANGUAGE AND APPENDICES**

**MISCELLANEOUS / CONSULTANT SERVICES**

STATE AGENCY (Name and Address):

Department of Health  
Corning Tower  
Albany, NY 12237

NYS COMPTROLLER'S NUMBER: C#

ORIGINATING AGENCY GLBU: DOH01  
DEPARTMENT ID: 345XXXX (Use unit ID)

\_\_\_\_\_  
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:

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

NYS VENDOR IDENTIFICATION NUMBER:

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

MUNICIPALITY NO. (if applicable)

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

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

**BID OPENING DATE:**

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

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



APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

GLBU: DOH01

APPENDIX X

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

Contractor: \_\_\_\_\_

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

BSC Unit ID: 345<XXXX>

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.

Additionally, Contractor certifies that it is not included on the prohibited entities list published at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> as a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Contractor (or any assignee) also certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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-\_\_\_\_\_

BSC Unit ID: 345<XXXX>

-----  
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: \_\_\_\_\_

Revised 6/3/2013

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 Office of the State Comptroller.
- E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
- F. For the purposes of this AGREEMENT, the terms "Request For Proposal" and "RFP" include all Appendix B documents as marked on the face page hereof.
- G. For the purposes of this AGREEMENT, the term "Proposal" includes all Appendix C documents as marked on the face page hereof.

II. Payment and Reporting

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

payment to one of the following addresses:

1. Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: [DOHaccounts payable@ogs.ny.gov](mailto:DOHaccounts payable@ogs.ny.gov) with a subject field as follows:  
Subject: <<Unit ID: 345XXXX>> <<Contract #>>

(Note: **do not** send a paper copy in addition to your emailed voucher.)

2. Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health  
Unit ID 345<<xxxx>>  
PO Box 2093  
Albany, NY 12220-0093**

- 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 [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov) or by telephone at 1-855-233-8363. 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/vendors/vendorguide/guide.htm>.

### III. Term of Contract

- A. Upon approval of the Office of the State Comptroller, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.
- D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.

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

#### IV. Proof of Coverage

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

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

#### V. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

**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 specifications, 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, e-mail, 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 shall 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 allowance 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 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. 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 for use 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.

N. Date/Time Warranty

1. Definitions: For the purposes of this warranty, the following definitions apply:

"Product" shall include, without limitation: when solicited from a vendor in a State government entity's contracts, RFPs, IFBs, or mini-bids, 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.

"Third Party Product" shall include product manufactured or developed by a corporate entity independent from the vendor and provided by the 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) 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. Date/Time Warranty Statement

Contractor warrants that Product(s) furnished pursuant to this Contract 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) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

- O. No Subcontracting Subcontracting by the contractor shall not be permitted except by prior written approval of the Department of Health. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.
- 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 judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.
- U. 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. 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.

X. Certification Regarding Debarment and Suspension Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities.

Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

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

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

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
  - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
  - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Y. 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.

Z. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:
  - a. The NYS Department of Health, at the following address New York State Department of Health, Bureau of Contracts Room -2756, Corning Tower, Albany, NY 12237; and
  - b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting -or via fax at (518) 474-8030 or (518) 473-8808; and
  - c. The NYS Department of Civil Service, Albany NY 12239, ATTN: Consultant Reporting.

AA. Provisions Related to New York State Procurement Lobbying Law 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.

BB. Provisions Related to 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). 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.

CC. 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.

DD. On-Going Responsibility

1. General Responsibility Language: The CONTRACTOR shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Health or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
2. Suspension of Work (for Non-Responsibility) :The Commissioner of Health or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Health or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
3. Termination (for Non-Responsibility) : Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

EE. Provisions Related to Iran Divestment Act As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list has been posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By entering into this Contract, CONTRACTOR (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, CONTRACTOR agrees that should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. CONTRACTOR also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Health may approve a request for Assignment of Contract. During the term of the Contract, should New York State Department of Health receive information that a person is in violation of the above referenced certification, New York State Department of Health will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then New York State Department of Health shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the CONTRACTOR in default.

New York State Department of Health reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

## Appendix H

for CONTRACTOR that creates, receives, maintains or transmits 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 and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart 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.
  - C. 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.
  - D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
  - E. 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.

- F. 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.
- G. 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; and 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.
- H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
- I. 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.

### 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.

## APPENDIX M

### **PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

#### **General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

#### **Contract Goals**

- A. For purposes of this procurement, the New York State Department of Health hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

### **Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
  - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  - 4. The Contractor’s EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

- c. 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.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### D. Form #6 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the New York State Department of Health of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

#### E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and

subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### **IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### **V. Waivers**

- A. For Waiver Requests Contractor should use Form #2 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### **VI. Quarterly MWBE Contractor Compliance Report**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form #3) to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

## Attachment 9

### ENCOURAGING USE OF NEW YORK BUSINESSES IN CONTRACT PERFORMANCE

#### I. Background

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing service and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

#### II. Required Identifying Information

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract?

                    
YES        NO

If yes, identify New York State businesses that will be used and attach identifying information. Information should include at a minimum: verifiable business name, New York address and business contact information.

