



Request for Proposal (RFP)

New York State Department of Health

(NYSDOH)

Office of Quality and Patient Safety (OQPS)

All Payer Database Project:

Data Warehouse and Data Analytics

RFP Number 15809



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Schedule of Key Events

Original RFP Release Date	April 7, 2015
Amended RFP Release Date	July 3, 2015
Written Questions (Round 2) Due Date	July 17, 2015 at 4:00 PM ET
Response to Written Questions Due Date	August 14, 2015 (On or about)
Letter of Intent to Bid (Optional)	August 20, 2015
Proposals Due Date (No later than)	September 3, 2015 by 4:00 PM ET
Contract Start Date (Anticipated)	December, 2015



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Submission of Written Proposals
Debriefings
Minority and Women Owned Business (MWBE)
Negotiation of Contract Terms after Award

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For further information regarding these statutory provisions, see the Lobbying Statute summary in Section V.P. Administrative Requirements Lobbying Statute of this solicitation. Information on how to apply for MWBE Certification, and the Directory of New York State Certified MWBE's, can be viewed at: <https://ny.newnycontracts.com/>.



GLOSSARY OF TERMS AND LIST OF ACRONYMS	
ACA	Affordable Care Act
ACO	Accountable Care Organization
Agile Approach	A group of software development methods based on iterative and incremental development, in which requirements and solutions evolve through collaboration between self-organizing, cross-functional teams. It promotes adaptive planning, evolutionary development and delivery, a time-boxed iterative approach, and encourages rapid and flexible response to change.
APD	All Payer Database (also known as All Payer Claims Databases)
ANSI	American National Standards Institute
BHI	Bureau of Health Informatics
BHSE	Bureau of Health Services Evaluation
BVS	Bureau of Vital Statistics
BPIPS	Bureau of Performance Improvement and Patient Safety
CD	Compact Disc
CD-R	Compact Disc-Recordable
CD-RW	Compact Disc-Re-Writeable
CMS	Center for Medicaid and Medicare Services
CNF	Special Configuration
CPI-U	Consumer Price Index for All Urban Customers
CSP	Cloud Service Provider
CSR	Change System Request
CST	Customization
Data Warehouse	A subject-oriented, integrated, time-variant and non-volatile collection of data in support of management's decision-making process.
DHITT	Division of Health Information and Technology Transfer
DCE	Data-Consuming Entity
DPE	Data-Providing Entity
DUNS	Data Universal Numbering System
EPIC Program	Elderly Pharmaceutical Insurance Coverage Program
EQRO	External Quality Review Organization
ETL	Extract/Transform/Load
FAQs	Frequently Asked Questions
FCCI	Federal Cloud Computing Initiative
FedRAMP	Federal Risk and Authorization Management Program
FFS	Fee-for services



FOIL	Freedom of Information Law
GBL	General Business Law
GSA	US General Services Administration
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health Act
IEEE	Institute of Electrical and Electronics Engineers
INT	Integration with third-party application
ITS	New York State Office of Information Technology Services
M/WBE	Minority and Women Owned Business Enterprise
Managed Care Organization	The term managed care or managed healthcare is used to describe a variety of techniques intended to reduce the cost of providing health benefits and improve the quality of care ("managed care techniques") for organizations that use those techniques or provide them as services to other organizations ("managed care organization" or "MCO").
MBE	Minority-Owned Business Enterprise
MDW	Medicaid Data Warehouse
MITA	Medicaid Information Technology Architecture
MRT	Medicaid Reform Team
NAV	Not Available
NIST	National Institute of Standards and Technology
NYS	New York State
NYS Cancer Registry	In New York State, Public Health Law Section 2401 requires that all physicians, dentists, laboratories, and other healthcare providers notify NYSDOH of every case of cancer or other malignant disease. Through the New York State Cancer Registry, the Department collects, processes, and reports information about New Yorkers diagnosed with cancer.
NYS DTF	New York State Department of Tax and Finance
NYSDOH	New York State Department of Health
OASAS	Office of Alcoholism and Substance Abuse Services
OCFS	Office for Children and Family Services
OHIP	Office of Health Insurance Programs
OMH	Office of Mental Health
OMIG	Office of the Medicaid Inspector General
OPWDD	Office for People with Developmental Disabilities
OQPS	Office of Quality and Patient Safety
OTDA	Office of Temporary and Disability Assistance
PCMH	Patient Centered Medical Home
PDF	Portable Document Format



PFF	Planned Future Functionality
PII	Personal Identifying Information
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMPM	Per Member/Per Month
Prime Contractor	Contracts with the owner of a project or job and has full responsibility for its completion. Undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to that end.
PPMO	ITS Health Cluster Program and Project Management Office
PWK	Process Workaround
QA	Quality Assurance
QHP	Qualified Health Plan
RFP	Request for Proposals
SDC	ITS State Data Center
SPARCS	Statewide Planning and Research Cooperative System. New York's all payer hospital discharge dataset.
STL	State Technology Law
SWK	System Workaround
UAT	User Acceptance Test
WBE	Women-Owned Business Enterprise
WBS	Work Breakdown Structure



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I. Overview of the All Payer Database Project

A. Introduction

1. Background

New York State (NYS) enacted legislation in the spring of 2011 that allowed for the creation of an All Payer Database (APD) (<http://law.justia.com/codes/new-york/2013/pbh/article-28/2816>). The APD was envisioned as the repository for a wide variety of health care data that can be integrated to support the evolving information and analytical requirements of stakeholders involved in the management, evaluation and analysis of the NYS health care system. Once built, the APD will serve as a key resource for implementing the various initiatives under the Medicaid Redesign Team (MRT), supporting finance policy, quality measurement and quality improvement, and population health and health care system comparisons and improvements.

The initial focus of the APD will be on the collection of post-adjudicated claims data (“encounter data”), which provides critical health care information about insured individuals, their diagnoses, services received and cost of care, which can be used to meet a variety of reporting and analytical requirements. Examples of how claims data can be used include risk adjustment/risk based payment/payment reform, evaluation of clinical risk, quality measurement, price and cost transparency and access to care and longitudinal health services research. The APD is an essential component of any health care payment reform (e.g., Accountable Care Organizations [ACOs], bundled payments, shared savings), because it provides the underlining data necessary to understand whether the new financing models are bending the cost curve.

2. Current Status

Currently, NYS has fragmented, inconsistent and incomplete information about how its health care system is performing. With an array of state agencies and offices carrying out health care planning, along with a myriad of private efforts, data currently collected are specific to the goals of the distinct organization and to the target population served. This siloed approach is administratively inefficient and costly, as it requires the redundant collection, cleansing and storage of information. The lack of linkages and interoperability of data systems hinders the ability of health care and policy experts to assess the effect of disease burdens and treatment trends, innovative payment and care coordination models, and other targeted interventions, thereby undermining the ability to inform policy.

Advancing health care transformation in an effective and accelerated manner that addresses cost, access and quality issues requires a broader view of population health and the performance of the health care system than current data resources permit. Streamlining the collection, cleansing, linking and storage of the health care system in an APD that includes comprehensive claims and clinical data will allow policymakers to monitor efforts to reduce health care costs and improve both care quality and population health. For states that currently use them, APDs are proving to be important tools for filling in gaps in health care information.

To address the needs outlined above, NYS enacted legislation for the creation of an APD in the spring of 2011. The APD legislation builds on the existing Statewide Planning and Research Cooperative System (SPARCS), which collects clinical and demographic data on all hospital discharges, emergency department visits, ambulatory care visits and hospital outpatient service visits.

The APD will serve as a repository of claims data received from all major public and private payers, which may include insurance carriers, health plans, third-party administrators, pharmacy benefit managers, Medicaid and Medicare. The APD will leverage existing NYS Department of Health (NYSDOH) datasets, including SPARCS, which currently collects patient-level detail on patient characteristics, diagnoses and



treatments, services and charges. The vision for the APD is to enhance data capabilities continually, and in the future, begin to include both clinical and public health data sources to further advance its utility.

3. Future Planning

It is anticipated that the APD will begin as a central clearinghouse that will include comprehensive claims data from commercial and government sources. As time progresses, the APD may also provide the ability to integrate other data sources, including lab, pharmacy and clinical data from electronic health records and data contained within public health registries, such as the NYS Cancer Registry.

The business intelligence, analytics and data-delivery solutions will provide users access to APD data that will support the needs of various stakeholders in realizing the different use cases. Data users will view the data as one set of information, whether it contains data from one or multiple sources. Policies and procedures will be developed for data release.

4. Potential Uses

The APD will provide a robust dataset that will support a variety of uses. A few of the potential uses of the APD include:

Health Care Transformation – To evaluate care delivery and payment models and identify quality improvement opportunities to avoid waste, over-, under- or misuse of treatments, as well as conflicting plans of care.

Comparative Effectiveness – To research the effectiveness, benefits and harms of various treatment options. This will be used to inform health care decisions for policymakers, payers, providers and consumers.

Strengthening Public Health Practice and Improving Population Health – To monitor health status and identify community health problems, including health disparities; detect and investigate health problems and health hazards in the community; and evaluate effectiveness, accessibility and quality of public health services, strategies and programs.

Health Care Resources Needs Assessment – To support planning and identify resource needs to improve disease prevention and ensure the provision of effective diagnosis, treatment and rehabilitation services.

Risk Adjustment under the Affordable Care Act – To collect data necessary for NYS to make the risk-adjustment calculations required under the Federal Patient Protection and Affordable Care Act (ACA).

Premium Review to Support the Prior Approval Law and Additional Insurance Regulation Activities – To enhance and expedite the ability of Health Plans and regulators to prescribe and determine the appropriateness of premium rates. For example, to identify underlying cost drivers for premiums, as well as regional variations in premium rates, and establish policies for risk adjustment.

Improving and Enhancing Premium Rate Review - NYS's robust APD will be leveraged to synthesize quality, patient safety and cost and efficiency metrics to better inform premium rate review activities. Integrating quality and efficiency measures as a key component of rate review is essential to promote value as measured by quality and efficiency. A comprehensive data set inclusive of quality and efficiency measures for all New Yorkers will allow and support evaluation and comparison of the relative value of insurance products offered to all New Yorkers.

Enhancing Consumer Protection Standards through Publication of Health Pricing Data - In March 2014, the Catalyst for Payment Reform and the Health Care Incentives Improvement Institute published a Report Card on State Price Transparency Laws. The report graded states on how well



existing price transparency supported the needs of consumers. In this report, NYS received an 'F' rating. With an APD, NYS will be positioned to transition to a high performing state by providing consumers high quality, informative statistics on which to base health care coverage decisions. Customizable results of the rate review and health care analytics will be made available to consumers through the implementation of an analytical tool and development of a web-based platform.

Additional information regarding the uses of an APD can be found at the following websites:

<http://www.apcdouncil.org/>

<http://www.apcdshowcase.org/>

B. Project Purpose

The purpose of this Request for Proposals (RFP) is to seek proposals from responsive and qualified contractors for services related to the acquisition and provision of the Data Warehouse and Analytics component of the APD.

C. Overview: NYSDOH, Office of Health Insurance Programs and Office of Quality & Patient Safety

NYSDOH is the single state agency responsible for the administration of New York's Medicaid program. Under federal and state law and regulations, NYSDOH administers Medicaid in conjunction with 58 local social services districts and other state agencies, including the Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS), Office of Children and Family Services (OCFS), Office of Temporary and Disability Assistance (OTDA) and Office for People with Developmental Disabilities (OPWDD). The Office of the Medicaid Inspector General (OMIG) is an independent agency established to preserve the integrity of the Medicaid program by conducting and coordinating fraud, waste and abuse-control activities.

NYS's Medicaid program is one of the largest insurance programs in the nation. Along with affiliated programs, it provides health care coverage to more than five (5) million New Yorkers and spends more than \$52 billion annually. Approximately 4.2 million of these members receive their health care through enrollment in a managed care organization (Medicaid Managed Care: 3.7 million, Child Health Plus: 340,000), while the remaining population receives their health care through the traditional fee-for-service (FFS) program.

State and federal health care programs and the consolidation of existing programs have increased the need for better management and analysis of health care claims information at the state level. The ACA, the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Health Insurance Portability and Accountability Act (HIPAA) have affected how claims and other transactional information are created and used. The ability to keep pace with health care information is crucial to the successful oversight and management of the NYS health care system.

Within NYSDOH, the Office of Health Insurance Programs (OHIP) and the Office of Quality and Patient Safety (OQPS) are directly responsible for administering and evaluating public health insurance programs, including Medicaid, Family Health Plus, Child Health Plus and the Elderly Pharmaceutical Insurance Coverage (EPIC) Program.

Established in May 2012, the core mission of the OQPS is to improve the health, quality of care and patient safety of NYS residents. The OQPS mission is carried out by six bureaus within three Divisions. Within the Division of Data Transformation resides the Bureau of All Payer Database Development and the Bureau of Technology Transfer. Within the Division of Information and Statistics resides the Bureau of Vital



Statistics and the Bureau of Health Informatics (BHI). The BHI supports the OQPS objectives of improving data timeliness, accuracy, integrity and accessibility, inclusive of SPARCS, and the management and continued development of the OHIP Data Mart. Within the Division of Quality Measurement and Quality Improvement resides the Bureau of Performance Improvement and Patient Safety and the Bureau of Health Services Evaluation. The OQPS Divisions and Bureaus provide health care analysis, research and evaluation support to a broad range of internal and external stakeholders, including implementing analytical and policy projects and activities in a number of priority areas, including: asthma, cancer, preventable hospitalizations, readmissions, complications, surgical outcomes, perinatal health and birth outcomes, medication management and behavioral health and are responsible for multiple measurement, public reporting and evaluation activities. Quality performance data from managed care organizations are collected and improvement activities using those data are performed. The OQPS Medical Director oversees all aspects of the NYSDOH's Patient Centered Medical Home (PCMH) initiatives. OQPS maintains the Quality Strategy within NYSDOH's 1115 waiver(s) with the Centers for Medicare and Medicaid Services (CMS), as well as the administration of the External Quality Review Organization (EQRO) contract; and is responsible for multiple measurement, public reporting and evaluation activities.

D. Overview: NYS Office of Information Technology Services (ITS)

The NYS Office of Information Technology Services (ITS) was established in November 2012 to provide centralized IT services to NYS and its governmental entities, with the awareness that NYS residents are reliant on those services. The ITS sets technology policy for all state government agencies and monitors all large technology expenditures, seeking efficiencies, lower costs and innovative solutions.

For this project, ITS will provide oversight for security policies, project management reporting and technical architecture.

E. Bidder Eligibility

NYSDOH will accept proposals from organizations with the following types and levels of experience as a prime contractor.

- A minimum of 36 months of experience working with health care data; and
- A minimum of 36 months working with Data Warehouse projects; and
- A minimum of 36 months working with Data Analytics projects,

Experience acquired concurrently is considered acceptable.

For the purposes of this RFP, a prime contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract.



II. Overview of the Current and Proposed Environment

This section is provided primarily for informational purposes as it provides an overview of the APD, which includes components of the overall program that are not being procured under this RFP. Although the APD Data Warehousing Solution is mentioned within the context of the overall APD, the specific requirements for this project are outlined in subsequent sections of this RFP.

APD Technical Components

When fully developed, the APD will be comprised of three main technical components:

1. The APD Data Intake Solution (*The Data Intake Solution is currently in development with the New York State of Health vendor, Computer Sciences Corporation.*)

The data collection solution will have the ability to receive files; translate HIPAA standard files; edit transactions; produce error reports; and produce data for downstream processes.

2. The APD Data Warehousing Solution (*to be developed by the contractor under the contract resulting from this RFP*)

The extract, transform and load (ETL) solution will have the ability to extract data from various sources; transform data based on business rules and requirements; and load the data into the APD data structures.

The ETL process will require mapping, monitoring and reporting tools that ensure that the data are correctly loaded into the APD.

The platform will load and store data from all sources.

3. The APD Data Analytics Solution (*to be developed by the contractor under the contract resulting from this RFP*)

The business intelligence solution will have the ability to provide standard reports and dashboards; basic analytics; online analytical processing; data mining; and predictive analytics.

The data delivery solution will have the ability to produce extracts in various formats, while ensuring that all security and confidentiality requirements are met.

The data analytics solution will have the ability to support customizable results made available to consumers through a web-based platform.

OHIP Data Mart

The OHIP Data Mart was developed in the 1990s to facilitate the analysis of Medicaid data and meet the needs of NYSDOH. In 2005, the eMedNY Data Warehouse was implemented and the OHIP Data Mart took on more specialized functions to support projects such as the MRT performance analytics, quality reporting, rate setting processes, Health Homes analysis and Medicare analytics. Many of these functions have required the addition of data from sources or systems outside the Medicaid system. New York's all payer hospital discharge data (SPARCS) are currently stored in the OHIP Data Mart.

The OHIP Data Mart has demonstrated the ability to be flexible and responsive to the evolving needs of NYSDOH. It serves as a research and development environment for the receipt, processing and analysis of new data sources as well as analytics that may be transferred to the MDW. Currently, it supports analysis and reporting for many program areas within NYSDOH, OMIG and the Attorney General's Office.

The OHIP Data Mart Applications and Analytics Technical Services Support Project is a procurement separate from this procurement (RFP # 15809). The vendor chosen from the OHIP Data Mart Applications

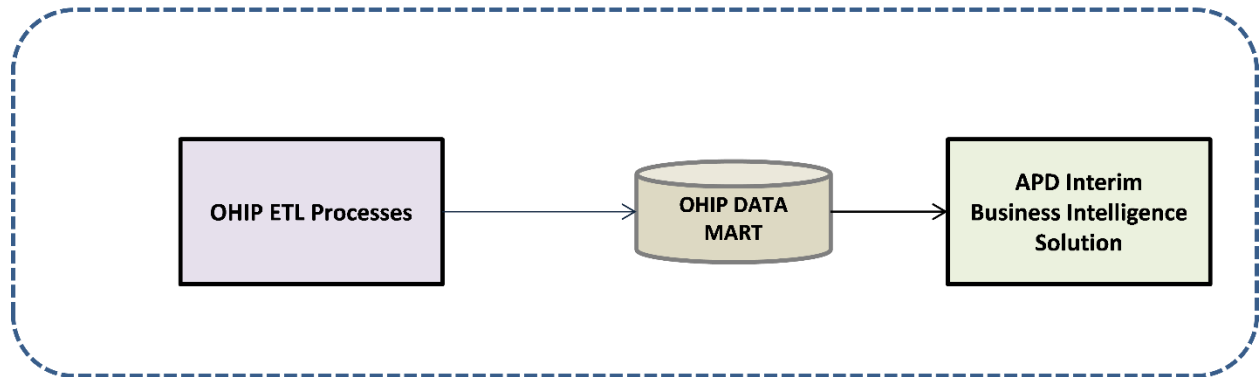


and Analytics Technical Services Support Project will work collaboratively with the contractor resulting from this procurement.

Interim vs. Permanent Solution

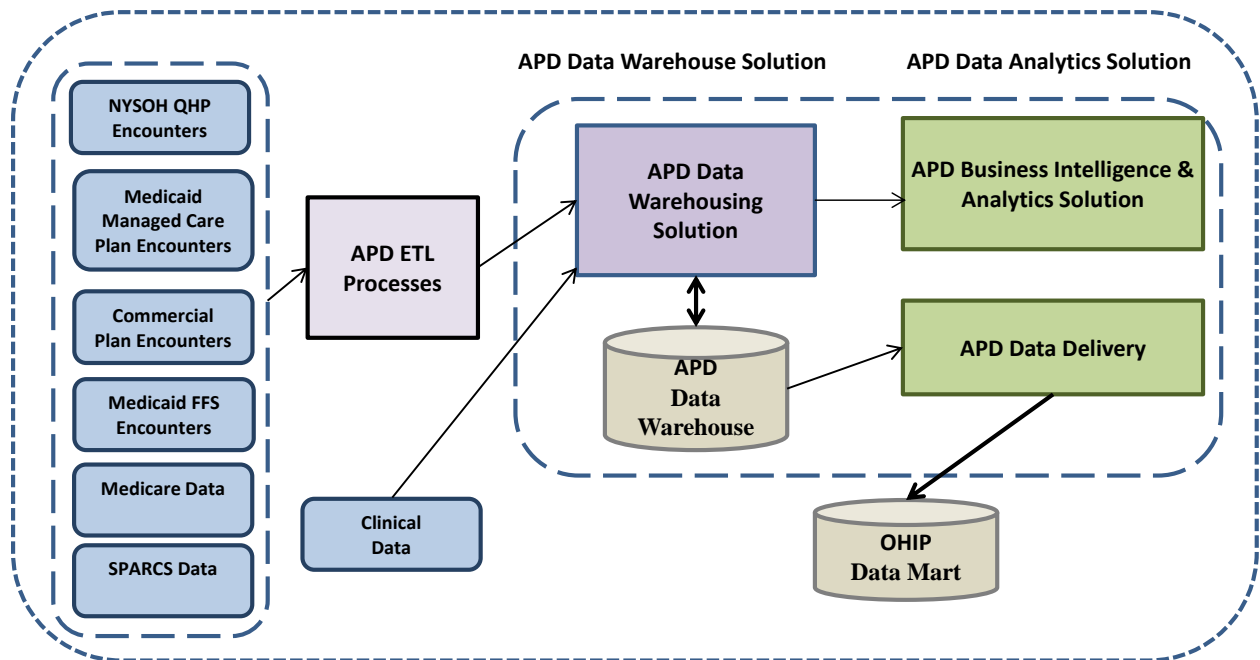
In order to make immediate use of the Data Analytics capabilities of the solution selected through the RFP process described herein, the contractor will be required to implement an interim solution as per the following diagram:

INTERIM APD



Simultaneously with the implementation of the interim solution, the contractor will be required to develop the permanent solution as per the following diagram:

PERMANENT APD





Encounter Volume Estimates

QHP Volume	Estimated 1,000,000 lives in first year Average of five (5) transactions Per Member, Per Month (PMPM) Total of 5,000,000 transactions/month
Phase Two (eMedNY)	Estimated 6,500,000 lives Average of five (5) transactions PMPM Total of 32,500,000 transactions/month
Large Group	Estimated 4,500,000 lives Average of five (5) transactions PMPM Total of 22,500,000 transactions/month
End State Volume	Estimated 60,000,000 transactions/month Estimated 800,000,000 transactions/year

SPARCS Volume Estimates

NYS’s all payer hospital discharge data system, SPARCS will be technically aligned with New York’s APD solution. Technically aligning SPARCS into the APD infrastructure will allow a better integration within a standard environment and expedite the incorporation of this robust data source of all payer and uninsured data into the current APD solution. The incorporation of these data will also allow for cross check validation and completeness of post-adjudicated data submitted by insurance carriers. It is anticipated that SPARCS inpatient and outpatient (emergency room, ambulatory surgery) data from 2005 to present will need to be loaded into the Data Warehouse.

SPARCS	Estimated 553,160 transactions/weekly Estimated 2.4 million transactions/month Estimated 29.3 million transactions/year
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Medicare Volume Estimates

Medicare	Estimated 3,100,000 lives Estimated five (5) transactions PMPM Estimated 15.5 million transactions/month Estimated 186 million transactions/year
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Data History

NYSDOH anticipates that up to five years’ history of some of the datasets will need to be loaded into the Data Warehouse. All new data generated throughout the life of the contract will need to be retained in the Data Warehouse.



III. All Payer Database Requirements and Associated Deliverables

A. Introduction

The APD Project will provide a complete, outsourced solution to meet all of NYSDOH’s needs regarding APD Data Warehouse functionality and APD Data Analytics capability. Upon approval of the contract by the Office of the State Comptroller (OSC), the Contractor will assemble its project team in preparation for conducting the project tasks.

B. Project Management

1. Overview

Project Management is defined as the communication mechanisms, controls, tasks and procedures that the Contractor will use to manage all the tasks identified in the RFP. It is the discipline that employs the Contractor’s knowledge, skills and abilities to achieve project goals.

NYSDOH requires the Contractor to use NYSDOH’s Project Management Methodology (<http://pmoweb.health.state.ny.us/>), which is found in the Project Management Field Guide Contractor Edition 2.0, posted to the Procurement Library. The Contractor will work closely with the ITS Health Cluster Program and Project Management Office (PPMO) and produce project management-related documentation as requested.

This project will be managed out of a Contractor office location in New York’s Capital District. The Contractor’s office location must be within 15 miles of the Capitol Building. It is expected that Key Staff (see Section IV, C, Staffing Requirements, a. Key Staff) will be based out of this office and the Contractor should be prepared to make its staff and space available for in-person meetings with NYSDOH project team members as needed. NYSDOH does not anticipate providing dedicated office space for the Contractor’s use. All other activities and work that are not specifically required to be performed in proximity to the NYS Capitol Building should be performed within the continental United States.

The Contractor will be required to submit a Project Plan that includes a Project Schedule (see Section III. I. Summary of Deliverables, Del-1, Project Plan). The Project Schedule must include a time table for implementation of the Interim OHIP Data Mart and Analytics Solution no later than 9 months after OSC approval or contract start date, whichever is later, and implementation of the Permanent APD Data Warehouse and Analytics Solution no later than 24 months after OSC approval or contract start date, whichever is later.

2. Requirements

ID	Project Management Requirements
PM-1	Project Management
PM-2	The Contractor shall be responsible for management of the project to ensure successful completion of the scope of services.
PM-3	Project Management Methodology
PM-4	The Contractor shall utilize NYSDOH’s project management methodology in this project and follow best practices established by the Project Management Institute (PMI), as codified in the Project Management Body of Knowledge (PMBOK) - Fourth Edition or subsequent editions (American National Standards Institute (ANSI)/PMI 99-001-2008) and the ISO/IEEE 12207-2008, System and Software Engineering - Software Lifecycle Processes where applicable.



ID	Project Management Requirements
PM-5	The Contractor's approach shall include: Use of a Project Manager A kick-off meeting and initial working session Formal management of a project plan and work breakdown structure Periodic project management meetings, status reporting, and issue and risk management
PM-6	The Contractor shall employ a methodology for the implementation and management of the program to ensure that project objectives are achieved.
PM-7	The contractor shall develop and implement project management plans addressing: Quality Management; Risk Management; Document Management; Change Management; Issue Management; and Communication Management.
PM-8	Project Plan Requirements
PM-9	Unless otherwise directed or approved by NYSDOH, the Contractor shall maintain project plans using Microsoft Project.
PM-10	The Project Plan must include a relevant and sufficiently detailed work breakdown structure (WBS).
PM-11	The WBS shall include estimates of effort based on an approved estimation methodology.
PM-12	Task duration shall be manageable and meaningful.
PM-13	The Project Plan shall be resource loaded and leveled.
PM-14	The Project Plan shall identify predecessor and successor activities, task dependencies and critical path.
PM-15	The Project Plan shall clearly identify deliverables, milestones and key milestones.
PM-16	The Project Plan shall be base-lined, submitted for review and must be approved by NYSDOH. Any significant changes to the project plan, or any changes to the Project Plan's baseline, must be submitted for review and approval through this process.
PM-17	Project Tracking and Status Reporting
PM-18	The Contractor shall track progress against Project Plans and report status in a form and format approved by NYSDOH. In addition, a monthly status report shall be submitted to the ITS Health Cluster PPMO in the format specified by ITS.
PM-19	The Contractor shall document and manage Project Plan risks, issues and action items.
PM-20	During the full implementation period (both interim and permanent solution) and for the first three (3) months of permanent solution operations, the Contractor shall provide weekly status briefings.
PM-21	The weekly status briefings shall include, at a minimum, an assessment of progress against plan, any slipped or slipping tasks, risks and issues, mitigation plans and changes needed to the Implementation Plan or Plan of Operations.
PM-22	For the remainder of the contract term, the Contractor shall provide bi-weekly status briefings.
PM-23	The bi-weekly status reports shall include the same information as the weekly briefings.
PM-24	Risk, Issue, Decision and Action Tracking
PM-25	The Contractor shall document and manage project risks, issues, decisions and action items as directed



ID	Project Management Requirements
	and consistent with NYSDOH’s project management methodology.
PM-26	The Contractor shall encourage team members, management and stakeholders to be open about informing the team of potential risks.
PM-27	The Contractor shall reinforce that all project team members are in a position to identify and bring forth risks that may affect this project.
PM-28	The Contractor shall confer with the Project Director (or his/her designee), as necessary, to assess the impact and likelihood of occurrence of identified risks.
PM-29	The Contractor shall develop risk mitigation plans for identified risks based on risk rating, as directed by NYSDOH.
PM-30	General Project Requirements
PM-31	Meetings
PM-32	Unless otherwise designated or approved, all project meetings shall take place at State Offices in Albany, NY, or at the Contractor’s Capital District office location.
PM-33	Reports and Information Access
PM-34	The Contractor shall provide ad hoc progress reports, data and information as requested by NYSDOH.
PM-35	Upon request, the Contractor shall provide detailed documentation on any and all aspects of the project to ensure complete transparency of the processes used for collection, quality assurance testing, consolidation and release of the data, including results of Contractor's testing of their solution.
PM-36	Project Documents and Artifacts
PM-37	All user, technical and system documentation, as well as project plans, status reports and correspondence, shall be developed and maintained in file formats and types specified by NYSDOH.
PM-38	The Contractor shall maintain a repository, accessible to NYSDOH staff, of all project documents and artifacts and maintain a version history of all project documents and artifacts.
PM-39	Ownership of Information
PM-40	Data, information and reports collected or prepared by the Contractor as part of the project shall be deemed to be owned by NYSDOH.
PM-41	Acceptance Criteria
PM-42	The acceptance criteria for deliverables and services associated with this implementation shall be approved by NYSDOH and shall be subject to the acceptance process as stated in RFP Section V. Administrative Requirements, G. NYSDOH Responsibilities Under the Contract, and H. Contractor Responsibilities.
PM-43	Contract Transition
PM-44	The Contractor shall develop and submit, three (3) months prior to conclusion of the Contract, a transition plan to assist NYSDOH in continuing the collection of the data.
PM-45	The Contractor shall cooperate with any new Contractor or with NYS staff to provide all required transition services, including to ensure that all existing data are supplied and that any code and documentation needed to provide continuity of the project is supplied to NYSDOH and de-identification and consolidation methods are fully transferred. Transition services shall include meeting with the successor contractor and devising work schedules that are agreeable for both NYSDOH and the successor contractor.
PM-46	The Contractor shall turn over, at the conclusion of the Contract, all data provided by Data-Providing



ID	Project Management Requirements
	Entities (DPEs) and electronic versions of all application source code and documentation developed for the project.
PM-47	The Contractor shall, as directed by NYSDOH at the conclusion of the Contract, supply NYSDOH with copies of all consolidated and unconsolidated data from DPEs in a comprehensive and organized manner, including written documentation of the contents of the data files.
PM-48	Data shall be transmitted or supplied as directed by NYSDOH. Any transfer media shall become the property of NYSDOH.
PM-49	At the end of the contract, and following approval by NYSDOH, the Contractor shall securely destroy all program data held or stored by the Contractor.
PM-50	Staffing
PM-51	Should it become necessary to replace key staff, the Contractor shall provide replacement staff members with equal or superior skills and qualifications.
PM-52	The Contractor shall obtain NYSDOH approval of the replacement staff.
PM-53	Quality Assurance
PM-54	Throughout the scope of the project, the Contractor shall perform routine quality assurance measures to ensure that the data and all other supporting processes to accomplish daily operation tasks adhere to a set of quality checks to assist in proactively identifying potential risks associated with the project and any project lags.
PM-55	Correction of Deficiencies
PM-56	Any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables, and any investigation necessary to determine the source of such deficiencies, shall be completed by the Contractor at no cost to NYSDOH.

C. Data Warehouse Solution

1. Overview

Within the APD project, the Data Warehouse Solution is defined as the central database; associated ETL mechanisms; and the database administration tasks and procedures that the Contractor will use to design, implement, operate and maintain the database. Crucial to the success of the project is the creation of this aggregated, linked database of records from a variety of sources, with extracts of de-identified record sets for analysis by NYSDOH and other management and research organizations.

The Data Warehouse inputs will require new processes to extract information from the NYSDOH Data-Providing Entities, convert formats, recognize records related to the same person from disparate systems and ultimately “tag” those records with a coded value that can be used as a key for related records without exposing Personal Identifying Information. Among the requirements that must be met for a successful Data Warehouse implementation are:

- Data Dictionary for Aggregated data, schemas, user roles, etc.
- De-Identification (Common Person Identifier) Procedure
- Capacity Management Process, initial sizing and ongoing
- Backup, Recovery and Disaster Preparedness Procedure
- Initial ETL process (data from OHIP Data Mart)
- Production ETL processes (data from NYSDOH DPEs)



- Production ETL process (data from Data Warehouse to supply OHIP Data Mart)
- Performance Monitoring Procedures
- Operations and Maintenance Procedures

2. Requirements

The Data Warehouse Solution requirements are provided in ~~the separate document:~~ “**Attachment 1** – Data Warehouse Solution Requirements.docx.” The contractor will be expected to fulfill all Data Warehouse Solution Requirements identified in this attachment.

D. Data Analytics Solution

1. Overview

NYSDOH’s required business capabilities for the Data Analytics Solution are expressed through a series of “user stories,” that define the “who,” “what,” and “why” for each specified analytical function. This method has been selected since it provides the richest context for the Contractor to work with in producing the Solution. The requirements expressed in this way may be met singularly or in groups as determined by the tools and techniques applied by the Contractor.

As the project progresses, some of these requirements are expected to be met at the initial development stage, while others may be completed during the operations phase. An ongoing requirement or need for specifying new requirements through “user stories” or another method will exist and will be managed through the “System Change Management” process (see Section J below). The analytic capability embodies the principal reason for the APD’s existence. For clarity, the required business capabilities expressed through the user stories have been grouped according to the user community whose needs are being expressed. Those user communities include:

- NYSDOH Information and Policy Managers
- Health Care Researchers
- Data Management Staff from Insurance Carriers
- Consumers of Health Care Services (Public)
- Providers of Health Care Services (M.D.s, etc.)
- Information and Policy Managers from County and other NYS Agencies
- APD Management Staff (Contractor and NYS)

2. User Stories

The Data Analytics Solution requirements are provided in the separate document: “**Attachment 2** – Data Analytics Solution User Stories Matrix.docx.” The contractor will be expected to fulfill all business capabilities expressed through the user stories.

E. Hosting Solution

1. Overview

The Hosting Solution Requirements and accompanying Hosting Solution Agreement are intended to address the software, hardware and physical data center(s) that form the platform on which the APD software applications and databases are implemented. The requirements are to assure NYSDOH of a reliable, secure and properly performing system. No solution will be accepted that does not meet all of the requirements.



A shared, multi-tenant hosting solution is permissible. Such solutions will be expected to comply with the Federal Risk and Authorization Management Program (FedRAMP) requirements, as developed by the Federal Cloud Computing Initiative (FCCI) at the U.S. General Services Administration (GSA) (<http://www.gsa.gov/portal/category/102371>). FedRAMP security controls and enhancements have been selected from the NIST SP 800-53 Revision 3 catalog of controls. FedRAMP requires that cloud computing services and systems offered by Cloud Service Providers (CSPs) meet specified security requirements. CSPs will be required to use qualified, accredited, Third-Party Assessment Organizations to perform independent assessments on their service and systems. Data shall be hosted within the continental U.S. (government-only shared hosting is preferable). The Bidder may propose to provide hosting services itself, ~~or~~ to use a subcontractor, **or to utilize the State Data Center (SDC)**, however, the Bidder is solely responsible for assuring that the Hosting Solution requirements are met.

If the SDC is chosen for the proposed hosting site, the bidder should refer to Attachment 17 for detailed specifications, parameters and pricing. These specifications should be incorporated into the technical build of the system, and this pricing should be included in the pricing for Total Deployment Price (One-Time Hosting Set Up) and Ongoing Support Operations Total Price (Recurring Hosting) on the Pricing Summary tab of Attachment 8. The SDC is physically located in Albany, NY.

Within the requirements section, major features of an acceptable Hosting Solution are identified as:

- Hardware and Software
- Hosting Environment(s)
- Network
- Environmental Systems
- Physical Security
- Network, Server and Application Security
- System Management and Monitoring
- Maintenance
- Business Continuity and Disaster Recovery

The Bidder should itemize the costs for all software in its price proposal (Attachment 8, Price Proposal Workbook). This information will be used to estimate the cost of ongoing operations in the event ITS assumes operations at the conclusion of the contract. In addition, NYSDOH/ITS may, at the State's discretion, purchase any of the proposed software components, or may supply these components, as specified, if ITS determines doing so is in its best interests (see RFP Section IV., D.).

The Bidder should itemize all other costs for Hosting in Attachment 18, Hosting Costs.

2. Requirements

The Hosting Solution requirements are provided in ~~the separate document:~~ **Attachment 3 – Hosting Solution Requirements.** ~~doex.~~ The contractor will be expected to fulfill all Hosting Solution Requirements. Additionally, the contractor will be expected to comply with the terms and conditions of the Hosting Solution Agreement (see **Attachment 4 – Hosting Solution Agreement.** ~~doex.~~). **The contractor is solely responsible for assuring that the Hosting Solution requirements are met.**



F. Security and Privacy

1. Overview

Within the APD, records have, by necessity, Personal Identifying Information (PII) that is often of a highly sensitive nature. This places a significant responsibility on the Contractor to incorporate security and privacy requirements at the most fundamental levels. Only with a direct and purposeful approach can the public be assured that the information being collected and processed is treated with sufficient care and concern for their privacy and safety.

The Security and Privacy Requirements are designed to address the traditional features of data protection. The data should be properly kept confidential, should be protected from alteration or degradation and should be available on a timely basis. The Requirements are written to focus attention on these needs in specific terms and must be met to assure that the contract satisfies these important requirements:

- Secure Website
- System Vulnerability Testing
- System Maintenance
- Annual Security Risk Assessment
- Access Management
- User Accounts and Passwords
- Session Termination
- Periodic Review (by Contractor)
- Logging
- Monitoring
- Unauthorized Access, Use or Disclosure of Data

2. Requirements

The Security and Privacy requirements are provided in ~~the separate document: “Attachment 5 – Security and Privacy Requirements.docx.”~~ The contractor will be expected to fulfill all Security and Privacy Requirements.

G. Training

1. Overview

The APD will be a mission-critical system that will be used on a daily basis by many NYSDOH staff and external stakeholders. NYSDOH considers the training of these users to be critical for buy-in and the daily use of this system. NYSDOH must review and approve all contractor-provided training materials, including training plans and role-based training materials.

Training will initially focus on end-users internal to NYSDOH. Training for end users external to NYSDOH will be addressed through leveraging the System Change Management process. The table below provides an indication of the expected types (roles) of end users and expected volumes of end users.

Separate trainings should be provided for both the Interim OHIP Data Mart and Analytics Solution and the Permanent APD Data Warehousing and Analytics Solution. There are two sets of training deliverable listed in Section III, I – Summary of Deliverables, to reflect this. Expected time frames for completion of training include delivery of Training ID #'s 1-8, and 10-11 (table below) at the start of the respective Interim and Permanent Data Analytics Operations periods, and delivery of Training ID # 9 within 3 months of the



Interim and Permanent Data Analytics Operations commencements. Updates to training materials (Training ID # 12) will be expected on an ongoing basis as needed

End-User Roles	Level	Percentage of End Users in this Role	Anticipated Number of End Users
Executive/Reports	1	10%	20
Business Intelligence	2	75%	150
File Extract/Manipulation	3	15%	30
Total		100%	200

2. Requirements

ID	Training Requirements
Training-1	The Contractor shall provide assistance to NYSDOH to implement an "APD Training Environment" in one of the designated NYSDOH Technical Environments.
Training-2	The Contractor shall provide the capability to refresh the APD Training Environment for each training session.
Training-3	The Contractor shall develop the training data based on NYSDOH inputs.
Training-4	The Contractor shall plan, organize, staff, direct and control the activities of their training team to meet the organizational and training goals of the project.
Training-5	The Contractor shall manage the training program, report all activities and schedule all activities.
Training-6	The Contractor shall perform a training needs analysis that identifies the: Critical training focus areas Role-based training modules Role-based training media
Training-7	The Contractor shall refine and deliver a training plan identifying the schedule for all role-based training sessions.
Training-8	The Contractor shall develop customized APD role-based training materials for each role. Role-based training materials shall include: Participant Guidebooks (Printed and Electronic), including exercises Instructor Guidebooks (Printed and Electronic), including exercises and answers PowerPoint Presentations User Manuals Video Training (to include video files that use voice-overs to guide users through key tasks) Frequently Asked Questions (FAQs)
Training-9	The Contractor shall plan and perform classroom-based training at NYSDOH-provided training facilities in Albany, NY. A sufficient number of sessions to support the number of end-users indicated above shall be provided.
Training-10	The Contractor shall plan and provide training to NYSDOH User Acceptance Test (UAT) participants prior to UAT.
Training-11	The Contractor shall develop Help Desk Diagnostic Scripts to aid Help Desk Personnel in



ID	Training Requirements
	diagnosing problems.
Training-12	The Contractor shall update impacted training material whenever software changes, including customizations, affect the operation of the software.

H. Maintenance and Support

1. Overview

Software Maintenance

Software maintenance is defined in the Institute of Electrical and Electronics Engineers (IEEE) Standard for Software Maintenance, IEEE 1219, as the modification of a software product after delivery to correct faults, improve performance or other attributes, or adapt the product to a modified environment.

Maintenance is needed to ensure that the software continues to satisfy user requirements. The system changes due to corrective and non-corrective software actions. Maintenance must be performed in order to:

- Correct faults
- Improve the design
- Implement enhancements
- Interface with other systems
- Adapt programs so that different hardware, software, system features and telecommunications facilities can be used
- Migrate legacy software
- Retire software

Technical Support and Help Desk Services

The Contractor shall provide overall help desk and technical support, including developing a help desk strategy and protocols across the entire solution, subject to NYSDOH approval.

2. Requirements

The Maintenance and Support requirements are provided in ~~the separate document:~~ “Attachment 6 – Maintenance and Support Requirements.docx.” The contractor will be expected to fulfill all Maintenance and Support Requirements.

I. Summary of Deliverables

All deliverables must be reviewed and approved by NYSDOH.

Deliverable ID	Deliverable Requirements	Requirement Reference #
Del-1	Project Management Deliverables	
Del-1	The Contractor shall deliver a Project Plan to include: Work Breakdown Structure (WBS)	PM-5, PM-7, PM-10, PM-11



Deliverable ID	Deliverable Requirements	Requirement Reference #
	Project Schedule Quality Management Risk Management Change Management Acceptance Management Issue Management and Escalation Communication Implementation/Transition (including migration plans) Training	
Del-3	Data Warehouse Deliverables	
Del-2	Main Data Element QA Thresholds	DW-5
Del-3	Dimension Tables for Codes	DW-13
Del-4	Test Plan and Test Cases	DW-37
Del-5	Operations Plan	DW-52
Del-6	User Manuals	DW-57
Del-7	Data Rules and Formats	DW-66
Del-8	APD Data Warehouse Data Dictionary	DW-87
Del-9	De-Identification method for patient records	DW-113
Del-10	Data Validation Rules	DW-114
Del-11	Consolidation Method(s)	DW-203
Del-12	Data Quality Overview Report	DW-231
Del-13	Data Extract Quality Assurance Process	DW-252
Del-16	Data Analytics Deliverables	
Del-14	User Story Traceability Matrix	No Ref # - See Attachment 2
Del-15	Fulfilled User Stories for Analytics against the OHIP Data Mart	No Ref # - See Attachment 2
Del-16	Fulfilled User Stories for Analytics against the APD Data Warehouse	No Ref # - See Attachment 2
Del-20	Hosting Solution Deliverables	
Del-17	Hosting Services as defined in Attachment 4	No Ref # - See Attachment 4
Del-22	Security and Privacy Deliverables	
Del-18	System Security Plan	Security-6
Del-19	Independent Vulnerability Testing Plan	Security-33
Del-25	Training Deliverables (Interim Solution)	
Del-20	APD Training Environment (Interim)	Training-2



Deliverable ID	Deliverable Requirements	Requirement Reference #
Del-21	Training Needs Analysis (Interim)	Training-6
Del-22	Training Plan (Interim)	Training-7
Del-23	Role-based Training Materials (Interim)	Training-8
Del-24	Classroom-based Training (Interim)	Training-9
Del-25	UAT Training (Interim)	Training-10
Del-26	Help-Desk Diagnostic Scripts (Interim)	Training-11
Del-33	Training Deliverables (Permanent Solution)	
Del-27	APD Training Environment (Permanent)	Training-2
Del-28	Training Needs Analysis (Permanent)	Training-6
Del-29	Training Plan (Permanent)	Training-7
Del-30	Role-based Training Materials (Permanent)	Training-8
Del-31	Classroom-based Training (Permanent)	Training-9
Del-32	UAT Training (Permanent)	Training-10
Del-33	Help-Desk Diagnostic Scripts (Permanent)	Training-11

J. System Change Management

The Contractor will be responsible for modifying or enhancing the APD throughout the term of the contract. System Change Management is the process whereby core system enhancements, as determined by NYSDOH (or by the Contractor, with NYSDOH approval), are made. This may include, but not be limited to, additional functions or requirements resulting in changes to existing file structures, data sets or processing logic of the APD.

All approved Change System Requests (CSRs) will result in the establishment of deliverable-based projects based on the fully loaded hourly rates quoted in the ~~Cost~~ Price Proposal.

NYSDOH will initiate modifications to the system through the submission of a CSR form. The Contractor must respond in writing to the requests submitted by NYSDOH within five (5) business days of receipt. The response shall consist of an acknowledgment of the request and a preliminary assessment of the effort (e.g., number of hours) required for completing the modification.

System Change Management Projects may fall into one of three major categories:

1. **Small System Change Management Projects:** These represent small projects (fewer than 500 hours) that may not require the application of detailed project management methodology.
2. **All Other System Change Management Projects:** These are projects estimated to require 500 or more staff hours to complete. These tasks require the application of detailed project management methodology, including status reporting.
3. **Architectural and/or Services Extensions:** as deemed necessary by NYSDOH and/or ITS.



IV. Proposal Requirements

A. Introduction

These instructions prescribe the format and content of the Bidder's Proposal and are designed to facilitate the submission of a proposal that is easy to understand and evaluate. Failure to adhere to these instructions may result in the disqualification of the Proposal.

NYSDOH will only accept a single proposal from a prospective bidder. There should be no alternative proposals. Submission of alternative proposals may result in disqualification of a bidder from further consideration.

The Bidder's Proposal consists of a Technical Proposal, with potential Product Demonstration, and a separate **Cost Price** Proposal. The points available are 75 points for the Technical Proposal (60 points for the Technical Proposal and 15 points for the Product Demonstration) and 25 points for the **Cost Price Proposal Evaluation**.

B. Proposal Requirements

The following must be included in the Bidder's Proposal Response:

- Evidence of how the Bidder meets the Bidder Eligibility criteria (See RFP Section I.E. Bidder Eligibility)
- A signed Transmittal Form must be included in the Technical Proposal
- Attestation that the Bidder has or will obtain an office within 15 miles of the NYS Capitol Building.
- Attestation that all other activities and work that are not specifically required to be performed in proximity to the NYS Capitol Building will be performed within the continental United States.

The Bidder shall attest within the Transmittal Form, and submit evidence to the satisfaction of the State, that it possesses the necessary experience and qualifications to as specified in RFP Section I.E. Bidder Eligibility. Further, within the Transmittal Form, the Bidder must commit to having or obtaining an office within 15 miles of the NYS Capitol Building, and must attest that all other activities and work that are not specifically required to be performed in proximity to the NYS Capitol Building will be performed within the continental United States.

Proposals should contain the appropriate number of copies. Transmittal Forms should be submitted on company letterhead, with a handwritten signature in ink, of an official authorized to bind the organization. Proposals should include completed Lobbying Form, Vendor Responsibility Attestation, and MWBE Utilization Plan Form.

If the SDC is chosen for the proposed hosting site, the bidder should refer to Attachment 17 for detailed specifications, parameters and pricing. These specifications should be incorporated into the technical build of the system, and this pricing should be included in the pricing for Total Deployment Price (One-Time Hosting Set Up) and Ongoing Support Operations Total Price (Recurring Hosting) on the Pricing Summary tab of Attachment 8. The SDC is physically located in Albany, NY.

The Bidder should itemize the costs for all software in its price proposal. This information will be used to estimate the cost of ongoing operations in the event ITS assumes operations at the conclusion of the contract. In addition, NYSDOH/ITS may, at the State's discretion, purchase any of the proposed software components, or may supply these components, as specified, if ITS determines doing so is in its best interests (see RFP Section IV., D.).



The Bidder should itemize all other costs for Hosting in Attachment 18, Hosting Costs.

C. Technical Proposal (60 Points)

No cost price information can be included in the Technical Proposal.

Bidders are to develop and include in their proposal a plan for implementing the activities described in the RFP. The proposal must address all aspects of the scope of work and reflect an understanding of the scope and purpose of NYSDOH's activities and the various tasks required under the contract. The Technical Proposal will consist of an initial written proposal, and a subsequent Product Demonstration, which will be limited to those bidders who meet the minimum scoring threshold on the written technical proposal and are subsequently susceptible to award (see F. Method of Award). Product Demonstrations should include the demonstration of selected User Stories with de-identified data supplied by NYSDOH, which will help highlight central aspects of the proposed solutions.

The Technical Proposal should include the following:

- a. Transmittal Form
- b. Table of Contents
- c. Executive Summary
- d. Bidder Experience Requirement (Eligibility)
- e. Company Experience and References
- f. Solution Parameters
- g. Staffing
- h. Project Management



Transmittal Form

The transmittal form should be submitted by the Bidder and should be signed by an individual legally authorized to bind the Bidder's organization. It will be evaluated as part of the Compliance Evaluation screening. The Transmittal Form is provided in **Attachment 14** and the Bidder should include the following:

- a. Bidder's complete name and address
- b. Legal structure of the entity submitting the proposal
- c. NYS Vendor ID number and DUNS number, if applicable
- d. Name, mailing address, e-mail address, fax number and telephone number for both the authorized signatory and the person NYSDOH should contact regarding the proposal
- e. Confirmation that the vendor has or will have an office located within 15 miles of the NYS Capitol Building, and that all other activities and work that are not specifically required to be performed in proximity to the NYS Capitol Building will be performed within the continental United States.
- f. Statement that the Bidder has the following experience:
 - i. A minimum of 36 months of experience working with health care data; and
 - ii. A minimum of 36 months working with Data Warehouse projects; and
 - iii. A minimum of 36 months working with Data Analytics projects,
(Experience acquired concurrently is considered acceptable.)
- g. Statement that the Bidder will comply with the network security requirements in the RFP
- h. Statement that the Bidder has the ability to provide the implementation of the Interim OHIP Data Mart and Analytics Solution within 9 months of OSC approval or contract start date, whichever is later, and implementation of the Permanent APD Data Warehouse and Analytics Solution within 24 months of OSC approval or contract start date, whichever is later (See RFP section B.1. Overview).
- i. Statement that the Bidder has either:
 - i. Included a disclosure of any potential conflict of interest, including but not limited to all business, financial or beneficial relationships, or interests in any affiliation or contractual relationship with, any health care provider, health insurer, its affiliates, its subsidiaries, or its parent. In cases where such relationship(s) and/or interest(s) exists, the Bidder must describe how an actual or potential conflict of interest and/or disclosure of confidential information relating to an award under this contract will be avoided, and the Bidder guarantees knowledge and full compliance with the NYS Public Officers' Law, as amended, including but not limited to Sections 73 and 74, with regard to ethical standards applicable to State employees.

OR

- ii. Has no conflict(s) of interest
- j. Statement that the Bidder does/does not propose to utilize the services of a subcontractor(s). If the proposal includes the services of a subcontractor(s), the Bidder should include, in an appendix to the Transmittal Form, a subcontractor summary for each subcontractor, including:
 - i. Complete name of the subcontractor



- ii. Complete address of the subcontractor
- iii. General description of the type and scope of work the subcontractor will be performing
- iv. Percentage of work the subcontractor will be providing
- v. Statement confirming that the subcontractor is prepared, if requested by NYSDOH, to present evidence of legal authority to do business in NYS, subject to the sole satisfaction of NYSDOH

k. Bidder attestations:

By signing the Transmittal Form, the bidder certifies that:

- i. It accepts the contract terms and conditions contained in this RFP, including any exhibits and attachments;
- ii. It has received and acknowledged all NYSDOH amendments to the RFP, as may be amended;
- iii. It is prepared, if requested by NYSDOH, to present evidence of legal authority to do business in NYS, subject to the sole satisfaction of NYSDOH;
- iv. It does not qualify its proposal or include any exceptions from the RFP and 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 NYSDOH; and;
- v. The proposal will remain valid for a minimum of 365 calendar days from the closing date for submission of proposals.

Table of Contents

The Technical Proposal should contain a Table of Contents that includes the beginning page numbers for each subsection of the Technical Proposal.

Executive Summary

The Bidder's executive summary should provide a collective understanding of the contents of the proposal, briefly summarize the strengths of the Bidder, key features of the proposed approach to meet the requirements of the RFP, the Bidder's proposed role with NYSDOH and the major benefits offered by the proposal.

Bidder Experience Requirement (Eligibility)

- a. The Bidder shall submit references and evidence to the satisfaction of NYSDOH that it possesses the necessary experience and qualifications to perform the services required. Bidders must have the following types and levels of experience as a prime contractor:
 - **A minimum of 36 months of experience working with health care data; and**
 - **A minimum of 36 months working with Data Warehouse projects; and**
 - **A minimum of 36 months working with Data Analytics projects,**Experience acquired concurrently is considered acceptable.

For the purposes of meeting the Bidder Experience Requirement of this RFP, a prime contractor is defined within the Glossary of Terms and List of Acronyms, starting on page iii.

Company Experience and References

- a. The Bidder should provide an organization chart of its company. 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 APD project. The Bidder should identify the level of the person who will be responsible



for signing the contract and should indicate the signing person’s relationship with the company. The Proposal should document the legal structure of the company, including the date established and the state in which the company is registered, licensed and incorporated, as applicable:

- i. Describe the history of the company; and
 - ii. Describe the staff assigned to this project and include the number of staff, their roles on this project, their expertise and experience in providing the services described in this RFP and their tenure with the company.
- b. The Bidder should provide at least three (3) references for the Bidder (prime contractor), external to the Bidder or subcontractor organizations (see definition in the Glossary of Terms and List of Acronyms, starting on page iii) and at least one reference for each proposed subcontractor. The purpose is to provide NYSDOH the ability to verify the information contained in the Bidder’s proposal. Letters of reference or support should not be included in the proposal.
- c. Bidders should provide project reference summaries (not letters of reference or support) that include:
- i. Title of the project;
 - ii. Name of customer’s organization;
 - iii. Customer’s main line of business;
 - iv. Customer reference, title, current telephone number and e-mail address;
 - v. Start and end dates of the original contract;
 - vi. Total contract value (to the Bidder’s organization; e.g., if Bidder was a subcontractor, specify subcontract dollar amount.); and
 - vii. Detailed description of scope of work (stress relevance to this contract).

Solution Parameters

- a. Data Analytics User Story Matrix

Using **Attachment 2** – Data Analytics Solution User Stories Matrix, the Bidder should provide its indication as to whether its solution can fulfill the business needs expressed in the user stories using one of the following responses in the “Bidder Compliance” column:

1. OB - Meets the requirement “out of the box.”
2. C - Meeting the requirement is conditional. Bidders should use one of the "Approach Codes" indicated and defined below to designate how the requirement can be met.
3. DNM - Does not meet the requirement.



Approach Codes

1. **CNF** – special configuration. Special configuration is the scenario where the product does not include standard features built specifically to address the requirement in question, but the desired results can be achieved by configuring the system in a specific way. With respect to reporting, special configuration is the scenario where no single standard report satisfies the requirement in question, but where an existing standard report can be modified solely by means of configuration, such as modifying existing, or adding new fields to the report.
2. **CST** – customization. This is the scenario where the standard product does not include features built specifically to address the requirement in question, and where custom development effort is needed to achieve the desired result. With respect to reporting, customization is the scenario where no single standard report satisfies the requirement in question, but where an existing standard report can be modified, or a new report can be created through additional development effort requiring coding changes.
3. **INT** – integration with third-party applications. This is the scenario where the standard product does not have features built specifically to address the requirement in question, but where integration with a third-party product could be used to achieve the same result. An example of integration would be the use of a third-party product to satisfy the requirements
4. **SWK** – system workaround. This is the scenario where the standard product does not include features built specifically to address the requirement in question, but where other features exist that can be used to achieve the same result.
5. **PWK** – process workaround. This is the scenario where the standard product does not have features built specifically to address the requirement in question, but where it is possible to alter the underlying business process to achieve the same result.
6. **FFF** – planned future functionality. This is the scenario where the standard product does not have features built specifically to address the requirement in question, and where such features have been identified, specified, prioritized and scheduled for a known specific future release. Note that only features that have passed the detailed functional specification stage in the product lifecycle and have a known future release date qualify as planned future functionality.

b. Data Analytics User Story Elaboration and Fulfillment

Bidders should elaborate the following selected user stories and discuss how their solution meets the business need underlying each story. Elaboration may include breaking the story into more detail, abstracting the meaning of the story, creating a model from the story, etc. Although NYSDOH realizes that this process would normally be conducted in collaboration with the NYSDOH project team, this exercise will provide insight into the capabilities of the Bidder to help assess the Bidder’s analytical capabilities. The selected user stories are:

1. US-6
2. US-49
3. US-84
4. US-106

(Refer to **Attachment 2** – Data Analytics Solution User Stories Matrix for the full descriptions of these user stories.)

c. MITA Self-Assessment

The Medicaid Information Technology Architecture (MITA) initiative is a national framework to support improved systems development and health care management for the Medicaid enterprise. Using the table in **Attachment 13** – MITA Conformity, the Bidder should complete the following “self-



assessment” of the current state of their business, information and technical architecture with respect to the applicable standards or conditions (as listed in **Attachment 13**).

d. Solution Description

Bidders are required to provide ~~an overall~~ a detailed description of their solution, indicating how it will meet requirements in all areas, including Project Management, Data Warehousing, Hosting, Security and Privacy, Training, and Maintenance and Support. The description should also specifically address how the solution addresses the following:

- i. Master Data Management – with specific emphasis on Master Provider and Patient Indices
- ii. De-Identification of Data

Staffing

a. *Key Staff Bios* - Bidders should provide a profile form for each of the key staff proposed for this project, including subcontracted staff. Key staff roles are to include:

- i. Engagement Manager (Senior Executive)
- ii. Project Director (primary point of contact for the NYSDOH Project Manager)
- iii. Lead Architect (responsible for architecting all technical aspects of the solution)
- iv. Development Lead (responsible for directing all solution development)

b. Profile information should include:

- i. Name
- ii. Proposed role on this project and planned time to be spent on this project
- iii. Years of relevant experience
- iv. Description of relevant experience
- v. Educational qualifications and professional certifications
- vi. Indication as to which referenced projects this individual worked on

c. *Staffing Plan* - The Bidder should provide a staffing plan for the project. The Bidder should describe how staffing will be provided to meet the project, business and technical obligations over the entire lifecycle of this engagement. The plan should:

- i. Identify individual resources assigned to each of the project activities
- ii. Describe the strategy that will be used to acquire human resources with the appropriate skills to staff the project
- iii. Provide a description of how the Bidder proposes to utilize the proposed key staff members and additional staffing to meet the obligations of this engagement as described in this RFP
- iv. Include an estimate of total effort hours contributed by each of the key personnel to each task and an estimate of total effort hours for each task
- v. Describe the specific need for the expertise and a description of the arrangements if sub-consultants are to be used
- vi. Describe the Bidder's plan for phasing project personnel into the project and the level of interaction contemplated with NYSDOH
 - vii. The staffing plan should include a staffing schedule for each phase of the project
 - viii. The staffing plan should describe how the Bidder plans to provide the implementation of the Interim OHIP Data Mart and Analytics Solution within 9 months of OSC approval or contract start date, whichever is later, and implementation of the Permanent APD Data Warehouse and Analytics Solution within 24 months of OSC approval or contract start date, whichever is later (See RFP section B.1. Overview).



Project Management

- a. Implementation Methodology
 - i. The Bidder shall fully describe the implementation methodology that will be used to deliver the solution. Approaches such as “Agile” that deliver business value early and that ensure that value is maximized throughout the development process are favored.
- b. Project Management Methodology
 - i. The Bidder should fully describe how it will align its project management methodology with the NYSDOH project management methodology to guide the delivery of the solution. The alignment shall be approved by the ITS Health Cluster PPMO. The relationship between the project management methodology and the implementation methodology should be addressed.
- c. Project Schedule
 - i. The Bidder should include a proposed project schedule (in MS Project format), specific to this project.

D. Price Proposal (25 Points)

A Price Proposal must be completed and submitted using the pricing worksheets in **Attachment 8 – Price Proposal Workbook (Excel)**. Vendors MUST submit Attachment 8 - Price Proposal Workbook (Excel) in hardcopy and in electronic form, in accordance with RFP Section V.D. Submission of Proposals. **No modification of the Price Proposal Workbook Excel file is allowed.** Failure to submit in this required format will result in disqualification.

Deliverable Itemization

The Deliverable Itemization worksheet provides detailed payment percentages and payment amounts based upon total deployment ~~price cost~~ provided by the Bidder in the Pricing Summary worksheet. No entries are to be made by the Bidder on this worksheet.

Pricing Summary

The Pricing Summary worksheet requires the Bidder to provide prices for the following:

1. Total Deployment (All Fixed Price Deliverables - Data Warehouse, Hosting Set-Up, and Interim & Permanent Analytics Solutions)
2. Ongoing Support (~~Separate annual prices for 3 distinct 12-month periods~~) (monthly price):
 - a. Application Maintenance & Technical Support
 - b. Hosting (Recurring)
 - c. Software Licenses (Recurring)

When providing the Total Deployment price, Bidders should include all costs in their price proposal for meeting solution requirements that have a designation of “OB” or “C” in the Bidder Compliance column of Attachment 2, regardless of how the requirement is met (see RFP Section IV.C. – Solution Parameters).

At the end of Operations Months 12 and 24, the monthly Ongoing Support Operations payment may be subject to a price increase or decrease, of the lesser of three percent (3%) or the percent increase or decrease 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 12 month-period, ending three (3) calendar months prior to the end of Operations Months 12 and/or 24. Revised Ongoing Support Operations pricing will be in effect for periods covering Operations Months 13-24, and/or Operations Months 25-36.

In the event the Department elects to renew the contract at the end of month 36 and/or month 60 of Ongoing Support, the current Ongoing Support rate may be subject to a price increase or decrease, of the lessor of three percent (3%) or the percent increase or decrease 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 12 month-period, ending three (3) calendar months prior to the end of Ongoing Support month 36 and/or 60. Revised contract prices will be in effect for operations periods covering Ongoing Support months 37-60 and/or 61-84.

Rates (Fully Loaded Hourly Rates – for System Change Management Tasks)

In this worksheet, the Bidder must specify the hourly rate for each of the system change project labor categories specified. Projected annual hours are provided. The total number of hours shown and the allocation between the staff titles do not represent a commitment or guarantee to utilize a specific type of staff or quantity of hours. These hours will be used for evaluation purposes. Actual utilization and payment may vary, based on the actual hours worked and the specific staff utilized.

At the end of Operations Month 12, the hourly rates quoted may be subject to a price increase or decrease, of the lessor of three percent (3%) or the percent increase or decrease 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 12 month-period, ending three (3) calendar months prior to the end of Operations Month 12 (see V., J., 4. Systems Change Management Tasks). Revised contract prices will be in effect for operations periods covering Operations Months ~~13-36~~ ~~24,~~ ~~and~~ ~~Operations Months 25-36.~~

In the event the Department elects to renew the contract at the end of month 36 and/or month 60 of the contract, the current hourly change management rate may be subject to a price increase or decrease, of the lessor of three percent (3%) or the percent increase or decrease 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 12 month-period, ending three (3) calendar months prior to the end of month 36 and/or 60. Revised hourly change management rates will be in effect for months 37-60 and/or 61-84.

Software Itemization

In this worksheet, the bidder should itemize their prices for all software licenses required for both development and implementation, and operations. These itemized prices should be reflected in the Total Deployment Price entered on the Pricing Summary Worksheet, which is a component of the overall bid price. NYSDOH will evaluate bids based on value using the total solution price presented by each bidder (Pricing Summary, Cell F18 – Total Bid Price). In the event the best value (selected) bidder's software pricing is higher than NYS pricing for the same software, NYSDOH reserves the right to remove the bidder's software pricing from the bid and provide the software directly.



Minority and Women Owned Business Enterprise (M/WBE) Procurement Forms

For the purposes of this solicitation, NYSDOH hereby establishes an overall goal of 30% for Minority and Women-owned Business Enterprises (M/WBE) participation, including 15% for Minority-owned Business Enterprises (“MBE”) participation and 15% 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 M/WBEs as subcontractors or suppliers in the performance of the Contract, and the Contractor agrees that NYSDOH may withhold payment pending receipt of the required M/WBE documentation. The directory of NYS certified M/WBEs can be viewed at: <https://ny.newnycontracts.com/>.

Bidders are required to submit an M/WBE Utilization Plan on Form #1 (**Attachment 7 – M/WBE Procurement Forms**) with their bid or proposal. Any modifications or changes to the M/WBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised M/WBE Utilization Plan and submitted to the NYSDOH.

Other Forms to Include with Price Proposal

Bidders should include the following forms with their Price Proposal (**Attachment 8**):

- Attachment 10 – Lobbying Form
- Attachment 11 – Vendor Responsibility Attestation
- Attachment 16 – Encouraging Use of New York Businesses in Contract Performance
- **Attachment 18 – Hosting Costs**

E. Product Demonstration (15 Points)

Product Demonstrations will take place in Albany, New York, and bidders are expected to provide a demonstration of their product to State staff. Bidders will be expected to execute selected User Stories with their product with de-identified data supplied by NYSDOH, which will help highlight central aspects of the proposed solutions. Bidders will be provided up to four (4) hours for set up, demonstration of their product, and response to questions of clarification by State staff.

F. Method of Award

Evaluation Process

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 procurement law, guidelines and procedures, as well as policies and procedures approved by the NYSDOH. This section of this RFP describes the evaluation process that will be used to determine which Proposal provides the best value to the NYSDOH.

At the discretion of NYSDOH, all bids may be rejected.



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

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

The evaluation process will ensure the selection of the best overall solution for the NYSDOH on a “best value” basis. Scoring will be split 75 points for the Technical Proposal Evaluation (60 points for the Written Technical Proposal and 15 points for the Product Demonstration) and 25 points for the Price Proposal Evaluation.

The evaluation process will include the following components:

- Review Proposal Mandatory Requirements;
- Evaluate and Score Written Technical Proposals;
- Evaluate and Score Price Proposals;
- Technical and Price Proposals Combined;
- Identify Bidders susceptible to award for Product Demonstrations;
- Conduct Product Demonstration(s);
- Proposal Ranking and Evaluation Committee Recommendation; and
- NYSDOH Contract Award Decision.

1. Pass/Fail Assessment (Mandatory Requirements)

All proposals will be reviewed to ensure that minimum criteria are met. Proposals that do not meet the following minimum criteria will not be forwarded to the review panel for evaluation and rating:

- **Bidder submitted technical and **price cost** proposals before the Proposal Due Date and time specified in the Schedule of Key Events;**
- **Bidder submitted the Attachment 8 - Price Proposal Workbook (Excel) in the correct format using the spreadsheets provided in the RFP;**
- **A signed Transmittal Form was included in the Technical Proposal;**
- **Bidder meets the Bidder Eligibility (see RFP Section I.E. Bidder Eligibility); and**
- **Bidder commits to having or obtaining an office within 15 miles of NYS Capitol Building, and attests that all other activities and work that are not specifically required to be performed in proximity to the NYS Capitol Building will be performed within the continental United States (*within Transmittal Form*).**

Overall Evaluation

Proposals will be scored in accordance with the table below:



Step	Title	Scoring Method	Points out of 100
1	Pre-Screening & Mandatory Requirements Review	Pass/Fail	N/A
2	Technical Proposal	Scored	75
	Written Technical Proposal	60	
	<u>Solution Requirements</u>		
	<u>Data Analytics User Story Matrix</u>		
	<u>Data Analytics User Story Elaboration and Fulfillment</u>		
	<u>MITA Self-Assessment</u>		
	<u>Solution Description</u>		
	<u>Quality of /Relevance of Experience Above Bidder Eligibility Minimums</u>		
	<u>Comparable project experience (verified through references)</u>		
	<u>Staff</u>		
	<u>Key staff bios/resumes</u>		
	<u>Staffing plan</u>		
	<u>Management Plan</u>		
	<u>Implementation Methodology</u>		
	<u>Project Management Methodology</u>		
	<u>Project Schedule</u>		
	<u>Product Demonstration</u>	15	
3	Price Proposal	Scored	25
Total			100

2. Scoring of Written Technical Proposals (60 points)

The evaluation of the Bidder’s technical approach will be based on the responses provided in the proposal.

Bidders who fail to achieve an average score of at least 30 out of the maximum 60 points will be eliminated from further consideration.



Of the bidders who achieve an average written technical score of 30 or greater, the Technical Evaluation Committee will move on in the evaluation process.

3. Scoring of Price Proposals (25 points)

A separate committee will review and score the Price Proposals from all Bidders meeting the mandatory requirements.

The Price Proposal will be evaluated based on the **prices** ~~costs~~ proposed in **Attachment 8** - Price Proposal Workbook. The Price Proposal Evaluation Committee will award the full points available to the Bidder with the lowest overall **price** ~~cost~~.

The financial raw scores will be normalized as follows: $C = (A/B) * 25$ points

- A is Total Price of lowest Price Proposal;
- B is Total Price of Price Proposal being scored; and
- C is the Price score

4. Combined Scores

The Bidder's Written Technical and Price Proposal points will be combined to establish a total combined score for each Bidder (out of 85 points). The proposals will then be ranked based on each Bidder's combined score. Bidders susceptible to award (Short-Listed Bidders) will be eligible to provide a Product Demonstration to the Committee.

A Short-Listed Bidder will conduct the Product Demonstration with the Committee at a NYSDOH facility in Albany, NY. The Committee will evaluate presentations and award a score with a maximum of 15 points.

5. Final Scores

The combined score and Product Demonstration scores will be combined to establish the Final Score for each Short-Listed Bidder's proposal. The proposals will then be ranked based on each Bidder's Final Score. The highest scoring proposal will be considered eligible for contract award.

6. Notice of Intent to Award

A Notice of Intent to Award for the contract will be sent by mail to all Vendors who have submitted a timely Proposal. The Notice of Intent to Award is subject to execution of a written contract, approval of the New York State Attorney General and the New York State Office of the State Comptroller. Accordingly, the Notice will not constitute the formation of a contract between the NYSDOH and the apparent successful Vendor.



V. Administrative Requirements

A. Issuing Agency

This RFP is a solicitation issued by NYSDOH. NYSDOH is responsible for the requirements specified herein and for the evaluation of all proposals.

B. Inquiries

Procurement Library

NYSDOH will provide a Procurement Library. Library items are intended only as a resource as vendors prepare their responses. They provide information regarding the background and current system functionality relevant to this project.

If any materials, documentation, information or data are discovered to be inaccurate or incomplete, such inaccuracy or incompleteness shall not constitute a basis for challenging the contract award, contract rejection or renegotiation of any payment amount or rate, either prior to or after contract award. All statistical information contained in the Procurement Library represents the best information available to NYSDOH with regard to the current functioning at the time of RFP preparation.

Requirements specified in this RFP shall take precedence over any documentation in the Procurement Library, if a conflict exists.

The following Procurement Library materials will be made available on the procurement section of the NYSDOH website with this RFP (<http://www.health.ny.gov/funding>).

- NYSDOH Project Management Methodology and Templates
- NYSDOH APD Brown Bag Presentation
- NYSDOH APD Steering Committee Presentation
- Link to Information on Current SPARCS Data
- Link to Information on Current Medicaid Data
- Link to All-Payer Claims Database (APCD) Council
- Link to All-Payer Claims Database (APCD) Showcase
- Link to National Association of Health Data Organizations (NAHDO)

Prospective Bidders should note that all requests for clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised during the question and answer period prior to the submission of a proposal. Questions must be received by NYSDOH on or before the date specified in the Schedule of Key Events on the cover page of the RFP. Each question must cite the particular RFP part and section to which it refers. Any questions concerning this solicitation must be sent electronically via e-mail to:

Jay Cooper
New York State Department of Health
Office of Quality and Patient Safety
Administrative Services Unit
Empire State Plaza
Corning Tower, Room ~~1938~~ 2084
Albany, NY 12237
Phone: (518) 473-8291



Email: Jay.Cooper@health.ny.gov

Questions and answers, as well as any RFP updates and/or modifications, will be posted on NYSDOH's website at <http://www.health.ny.gov/funding/>, on or around the date listed in the Schedule of Key Events. Names of organizations that submit questions will not be included in the Questions and Answers document to be posted on NYSDOH's website.

Any New York State certified Minority or Women-Owned Business Enterprise (M/WBE) that is interested in subcontracting opportunities that may become available from the resulting contract from this solicitation should contact Jay Cooper (Jay.Cooper@health.ny.gov) to have contact information posted. Requests must be received by e-mail on or before July 17, 2015 at 4:00 p.m. ET.

C. Letter of Intent

A Letter of Intent template is included as **Attachment 15** to this RFP. Submission of a Letter of Intent is optional and not mandatory; however, to assist NYSDOH in better managing the procurement process, submission of this form is requested. Please submit the completed and signed Letter of Intent and submit to the Permissible Subject Matter Contact listed on Page ii of this RFP by the date specified in the Schedule of Key Events.

D. Submission of Proposals

The Bidder should submit its proposal in two parts: Technical and Price. The hardcopy sets and CDs of the Technical Proposal should be packaged, labeled, and sealed separately from the hardcopy sets and CD of the Price Proposal. Each package should be clearly labeled as to the type of contents (Technical or Price Proposal).

Please follow the submission and formatting requirements defined below when preparing and submitting proposals.

Technical Proposal:

The technical proposal should be submitted in a sealed package and should be clearly labeled ***“All Payer Database Project: Data Warehousing and Data Analytics RFP #15809 - Technical Proposal.”***

The Technical Proposal should consist of:

1. Three (3) originals in separate three-ring binders;
2. Ten (10) copies in hardcopy format in separate three-ring binders; and
3. One (1) electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only.

Each Technical Proposal (including all copies thereof) should meet the following general format requirements:

1. Printed on letter size (8.5' x 11") paper; double-sided;
2. Prepared using 11 pt. font or larger;
3. Submitted in separate three-ring binders with tab dividers between major sections;
4. Clearly paginated proposal; and
5. Electronic copies submitted in standard searchable PDF format on a closed session CD-R (not CD-RW) with copy/read permissions only.



Price Proposal

The Price Proposal should be submitted in a sealed package and should be clearly labeled “*All Payer Database Project: Data Warehouse and Data Analytics RFP #15809 - Price Proposal.*”

The **Price** ~~Cost~~ Proposal should consist of:

1. Three (3) originals in separate three-ring binders;
2. Four (4) copies in hardcopy format in separate three-ring binders; and
3. One (1) electronic copy in MS Excel on a closed session CD-R (not CD-RW) with copy/read permissions only.

Original proposals should be marked as such. Where signatures are required, the proposals designated as original should have a handwritten signature and be signed in ink. E-mail submissions will not be accepted. All copies must be received by NYSDOH no later than the date and time specified in the Schedule of Key Events. In case of any discrepancy between the electronic and hard copy documents, the hard copy shall supersede.

Responses to this RFP should be clearly marked “*All Payer Database Project: Data Warehouse and Data Analytics RFP #15809*” and directed to:

Jay Cooper
New York State Department of Health
Office of Quality and Patient Safety
Administrative Services Unit
Empire State Plaza
Corning Tower, Room ~~1938~~ 2084
Albany, NY 12237

It is the responsibility of the Bidder to see that bids are delivered to Room ~~1938~~ 2084 prior to the date and time of the Proposal Due Date, as specified in the Schedule of Key Events. Late bids due to delay by the carrier will not be considered.

No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid Form (**Attachment 9**).

E. RFP Issuance and Amendments

Prior to its release, this RFP was reviewed and approved by NYSDOH. Its contents represent the best available statement of the requirements and needs of involved stakeholders.

NYSDOH reserves the right, prior to the proposal due date, to amend the RFP specifications to correct errors or oversights or to supply additional information as it becomes available. All written addenda to the RFP, along with the RFP itself, will become part of the contract.

The RFP and any subsequent amendments will be posted on the NYSDOH website. Vendors are responsible for checking for updates to information on the website. Vendors should also visit <http://www.health.ny.gov/funding> regularly to see if there are any changes.



F. Reserved Rights

NYSDOH reserves the right to:

- a. Reject any or all proposals received in response to the RFP;
- b. Withdraw the RFP at any time, at the agency's sole discretion;
- c. Make an award under the RFP in whole or in part;
- d. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- e. Seek clarifications of proposals;
- f. Use proposal information obtained through site visits, management interviews and the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- g. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- h. Prior to the bid opening, direct vendors to submit proposal modifications addressing subsequent RFP amendments;
- i. Change any of the scheduled dates;
- j. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
- k. Waive any requirements that are not material;
- l. Negotiate with the successful Bidder within the scope of the RFP in the best interests of the State;
- m. Conduct contract negotiations with the next responsible Bidder, should the agency be unsuccessful in negotiating with the selected Bidder;
- n. Utilize any and all ideas submitted in the proposals received;
- o. Unless otherwise specified in the solicitation, every proposal is firm and not revocable for a period of 365 calendar days from the proposal due date; and
- p. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation.

As required by virtue of federal funding associated with the project, the Federal Government is granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, software, modifications, and documentation developed and/or obtained through this RFP. Software, modifications, and documentation developed and/or obtained are further defined in RFP Section III., B., 2. Project Management Requirements, including PM-36, Project Documents and Artifacts, PM-39, Ownership of Information, and PM-43, Contract Transition, and in Attachment 12, Appendix D, Item L and Appendix F.



G. NYSDOH Responsibilities Under the Contract

The following sections detail NYSDOH's responsibilities under the contract resulting from this RFP, including:

- a. Review and approval of all work products;
- b. Providing direction and setting policy for all work accomplished;
- c. Providing appropriate staff access for the contractor to meet its obligations; and
- d. Auditing responsibilities.

1. Review and Approval of All Work Products

- a. NYSDOH reserves the right to review and approve all aspects of the Contractor's work as it relates to this RFP, and unconditionally reserves the right to reject any and all deliverables that do not meet acceptance criteria.
- b. NYSDOH will determine that the Contractor has addressed each requirement and will notify the Contractor when it has been determined that an RFP requirement has been satisfied in each deliverable.
- c. NYSDOH reserves the right, at its sole discretion, to determine if the Contractor has successfully met or completed all requirements for a project milestone; and, at its sole discretion, to withhold payments based on a deliverable completion when the Contractor has failed to meet all of the requirements.
- d. NYSDOH has sole responsibility of approving the addition of new System Change Management projects and setting the priority of System Change Management projects. The Contractor shall begin work on the System Management project after receiving NYSDOH's approval in writing.
- e. NYSDOH will conduct a timely review of all materials submitted to NYSDOH by the Contractor, returning comments within 10 business days, unless otherwise agreed upon by NYSDOH and the Contractor.

2. Providing Direction and Setting Policy for All Work Accomplished

- a. NYSDOH will provide policy and contract clarification as requested by the Contractor.
- b. NYSDOH will notify the Contractor regarding changes in Federal, State, and NYSDOH requirements that affect the Contractor's performance with regard to the requirements in this RFP.
- c. NYSDOH will establish policies and make administrative decisions concerning the requirements in this RFP.
- d. NYSDOH will provide clarification to the Contractor regarding NYSDOH's policies, regulations, and other requirements that affect the APD operations.
- e. NYSDOH will identify all Federal- and State-mandated reports for the Contractor's production and distribution, including format, content, frequency of production, media and distribution.

3. Providing Appropriate Staff Access for the Contractor to Meet Its Obligations

- a. NYSDOH will designate appropriate NYSDOH staff to be the primary contacts for the Contractor during the life of the contract.



- b. NYSDOH will provide access to the appropriate NYSDOH staff to advise and answer Contractor questions.

4. Auditing Responsibilities

The goal of a project audit is to ensure that the Quality Assurance activities are being implemented and to determine whether quality standards are being met. NYSDOH reserves the right to audit any or all aspects of the Contractor's performance.

- a. NYSDOH will review, on an annual basis during the first quarter of the calendar year, at a minimum:
 - i. The APD documentation to validate accuracy, completeness and timeliness;
 - ii. Security, Privacy and Confidentiality Plans and Procedures; and
 - iii. All software to determine that the Contractor has kept the software current with all patches, fixes and new versions published by the software vendor.
- b. In addition to the annual review, NYSDOH reserves the right to review, at any time without prior announcement, any aspect of the Contractor's performance as it relates to the requirements in this RFP.
- c. NYSDOH may execute audits, announced or otherwise, of performance reports generated by the Contractor with the system logs to verify the accuracy of the Contractor's generated performance reports.
- d. NYSDOH reserves the right to audit the Contractor's security measures without notice.
- e. As required by virtue of federal funding associated with the project, the U.S. Department of Health and Human Services and/or their representatives shall have access to NYSDOH documents, papers, or other records pertinent to this procurement, including all work products and documentation provided to NYSDOH by the Contractor, in order to make audits, examinations, excerpts and transcripts.

H. Contractor Responsibilities

The following sections detail the Contractor's general responsibilities under the contract resulting from this RFP, including:

1. All deliverables, materials or other submissions provided by the Contractor must meet the form and content requirements specified by NYSDOH. Such deliverables or other materials shall be subject to the NYSDOH approval.
2. If NYSDOH determines that a deliverable cannot be approved, the Contractor will have a cure period beginning with notice from NYSDOH that the deliverable is not approved. The cure period will last for 10 business days from the notice of deliverable rejection.
3. The Contractor Work Plan must also provide sufficient time (a minimum of 10 business days) for NYSDOH review and approval of each deliverable, based on the scope of the deliverable.
4. The Contractor must deliver to NYSDOH an electronic copy of all document deliverables and up to five (5) paper copies (as determined by NYSDOH) on the date specified in NYSDOH-approved plans. The electronic copy must be in NYSDOH-approved format and medium.
5. The Contractor must establish project management and reporting standards and communication protocols to be approved by NYSDOH.



6. The Contractor shall be responsible for full, current and detailed knowledge of, and compliance with, the requirements of New York State and federal law and the pertinent regulations and guidelines promulgated thereunder. The Contractor shall also be responsible for ascertaining all relevant requirements for All Payer Database operations and bring same to the attention of NYSDOH.

I. Vendor-to-Vendor Relationships

1. The Contractor must participate in coordination meetings between NYSDOH and relevant stakeholders throughout the life of this contract.
2. The Contractor must cooperate with the successor Contractor while providing all required transition services. This will include meeting with the successor and devising work schedules that are agreeable for both NYSDOH and the successor Contractor.

J. Payment

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

Preferred Method: E-mail a PDF copy of the signed voucher to the BSC at: DOHaccounts payable@ogs.ny.gov with a subject field as follows: Subject: **Unit ID: 3450433** <<Contract #>>

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

**NYS Department of Health
Unit ID 3450433, Contract #
PO Box 2093
Albany, NY 12220-0093**

Payment for invoices and/or vouchers submitted by the Contractor shall only be rendered electronically, unless payment by paper check is expressly authorized, due to extenuating circumstances, by the Commissioner, at the Commissioner's sole discretion. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epayments@osc.state.ny.us, or by telephone at 518-457-7717 or 1-855-233-8363. 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 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 OSC, 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 shall be made in accordance with Article XI-A of the NYS Finance Law and in accordance with the schedules and methods defined in this section.

Contractor payments will be reduced by the amount of any actual or liquidated damages as determined by the Project Manager in accordance with the provisions of the RFP. The allowed payment is described below.

1. Fixed Price Deliverable-based Payments

The Contractor shall be paid the fixed price deliverable payments quarterly, with a single payment of the amount shown in the Payment Amount column, of the Deliverable Itemization worksheet, of Attachment 8 (Pricing Proposal Workbook), at the end of each quarter, for those Deliverables completed and accepted by NYSDOH within the quarter. Deliverables are defined by the Deliverable ID column. The Requirement Reference # column is for reference purposes only and does not designate a payment event.

Del-15 is allocated a total of 22% of the Total Deployment Price, which will be paid as 60% in a one-time payment (see **Del-15-1** on Deliverable Itemization worksheet of Attachment 8 (Pricing Proposal Workbook)), and as 40% (see **Del-15-2** on same worksheet) to be paid in equal monthly payments between **Del-15** acceptance and Month 23 of contract.

2. Hosting (One-time setup) and Software Licenses (One-time fees)

Hosting (one-time setup) and software license (one-time fees) are components of the Fixed Price Deliverable-based payments referenced immediately above (**Del-17**). Pricing for these components of the system should be incorporated into the Total Deployment price entered into **cell F9** of the Pricing Summary worksheet on Attachment 8 – Pricing Proposal Workbook. Completion and acceptance of the Hosting Solution Deliverable (**Del-17**) should occur no later than 24 months after OSC approval or contract start, whichever is later.

3. Ongoing Support - Application Maintenance and Technical Support Services, Hosting (Recurring) and Software Licenses (Recurring)

The Contractor shall be paid these fees (reflected ~~in annual prices~~ on Pricing Summary worksheet of Attachment 8 – Pricing Proposal Workbook) on a monthly basis. Recurring application maintenance and technical support services, hosting and software license fees will commence after deployment of the Permanent Data Warehouse and Analytics solution. Monthly **payments costs** will be authorized after approval of fixed price **Del-16** and **Del-17**. Monthly payments will equal ~~1/12 of the applicable proposed annual monthly price listed for each 12-month Ongoing Support Operations Months period specified~~ on the Pricing Summary worksheet of Attachment 8.

4. System Change Management Tasks

The Contractor shall be paid System Change Management fees on a monthly basis, upon receipt of invoices and standard vouchers for authorized and satisfactorily completed system change management requests. Systems change management requests will be initiated and authorized via the process outlined in Section III., J., Systems Change Management, of this RFP. Systems Change Management pricing will be based on the Fully Loaded Rates for Systems Change Management Tasks provided on the Rates worksheet in Attachment 8, Pricing Proposal Workbook. Payment vouchers and associated invoice backup should include staff names, job categories (in conformance with the Job Category Definitions worksheet on Attachment 8), number of hours worked, change request numbers worked on, **specific tasks worked on**, and the month the work was attributable to. ~~CPI—System Change Management Tasks~~



At the end of Operations Month 12, the hourly rates quoted may be subject to a price increase or decrease, of the lesser of three percent (3%) or the percent increase or decrease 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 12 month-period, ending three (3) calendar months prior to the end of Operations Month 12 (see V., J., 4. Systems Change Management Tasks). Revised hourly rates will be in effect for operations periods covering Operations Months 13-24, and Operations Months 25-36.

Limitation of Contractor Liability

~~Contractor's liability for any claim, loss, or liability arising out of, or connected with, the products or services provided, and whether based upon default or other liability such as breach of contract or warranty, negligence, misrepresentation, or otherwise, shall, unless otherwise set forth in the contract as being without limitation, in no case exceed damages in an amount equal to fifty percent (50%) of the contract value, excluding any amendments or extensions. Notwithstanding the foregoing, the Contractor remains liable, without monetary limitation, for direct damages for personal injury, death, damage to real property or tangible personal property, or to intellectual property attributable to the negligence or other tort of the Contractor, its officers, employees, or agents.~~

K. Term of Contract

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

It is anticipated that a contract resulting from this RFP will be effective on or about the anticipated start date shown in the Schedule of Key Events. The term of the contract will be the length of project design, development and implementation (not to exceed 24 months), plus three (3) years. NYSDOH reserves the right to renew this agreement for two additional two-year periods. The duration of the contract is subject to availability of funds.

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

L. Debriefing

Once an award has been made, Bidders may request a debriefing of their proposal in accordance with State Finance Law. Please note the debriefing will be limited only to the strengths and weaknesses of the Bidder's proposal and will not include any discussion of other Bidders' proposals. Requests must be received no later than 10 business days from date of award or non-award.

M. 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). Available on-line at <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.



N. 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.gov/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 e-mail at 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.gov/vendrep, or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders should complete and submit the Vendor Responsibility Attestation (**Attachment 11**).

O. 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 the Department of Civil Service.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at:

State Consultant Services Form A

<http://www.osc.state.ny.us/agencies/forms/ac3271s.doc>

State Consultant Services Form B

<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>

P. Lobbying Statute

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

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



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

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 Joint Commission on Public Ethics 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 Joint Commission on Public Ethics.

Q. 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.

R. 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, and the Division of Consumer Protection. Information relative to the law and the notification process is available at: <http://www.dhss.ny.gov/ocs/breach-notification/>.

S. Public Information

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

T. 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 New York State Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four (4) 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 (4) 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 the DTF that each affiliate and subcontractor exceeding such sales threshold is registered with the 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 offeror meeting the registration requirements but who is not so registered in accordance with the law.

Winning Bidders must complete and submit directly to the DTF Contractor Certification Form ST-220-TD, (see link in this section). Unless the information upon which the ST-220-TD is based on changes, this form



only needs to be filed once with the 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 the DTF.

Winning Bidders must also complete and submit to NYSDOH the form Contractor Certification to Covered Agency Form ST-220-CA, (see link in this section), certifying that the Contractor filed the ST-220-TD with the DTF. Failure to make either of these filings may render an offeror non-responsive and non-responsible. Offerors shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Forms ST-220-TD and ST-220-CA may be accessed electronically at:

ST-220-TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

ST-220-CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

U. Piggybacking

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.ny.gov/purchase/snt/sflxi.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.

V. 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 implementation of New York State Executive Law Article 15-A, which requires, among other things, that the 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, the New York State Department of Health hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% 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 the 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: <https://ny.newnycontracts.com/>.

For guidance on how the 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 the 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 an 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 the New York State Department of Health.
- b. The New York State Department of Health will review the submitted MWBE Utilization Plan and advise the Bidder of the New York State Department of Health’s acceptance, or issue a notice of deficiency within 30 days of receipt. 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 New York State Department of Health, Division of Finance and Rate Setting, Bureau of HCRA Operations and Financial Analysis, Corning Tower [OCP-810] Albany, NY 12237 .
- c. A written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the New York State Department of Health to be inadequate, the 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. The New York State Department of Health may disqualify a Bidder as being nonresponsive under the following circumstances:
 - iv. Bidder fails to submit an MWBE Utilization Plan;
 - v. Bidder fails to submit a written remedy to a notice of deficiency;
 - vi. Bidder fails to submit a request for waiver; or
 - vii. The 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 the 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 MWBE 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 of New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form #4) identifying the anticipated workforce 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.

W. 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 New York State 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 New York State 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 New York State 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 New York State 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.

X. 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 bidders should complete **Attachment 16** to indicate their intent to use/not use New York Businesses in the performance of this contract.

Y. Appendices

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

APPENDIX A – STANDARD CLAUSES AS REQUIRED BY THE ATTORNEY GENERAL FOR ALL STATE CONTRACTS

APPENDIX B – REQUEST FOR PROPOSALS

APPENDIX C – PROPOSAL (the Bidder's proposal, if selected for award, including any Bid Forms and all proposal requirements)

APPENDIX D – GENERAL SPECIFICATIONS

APPENDIX E-1 – PROOF OF WORKERS' COMPENSATION COVERAGE

APPENDIX E-2 – PROOF OF DISABILITY INSURANCE COVERAGE

APPENDIX F – TECHNOLOGY PROVISIONS

APPENDIX G – NOTICES

APPENDIX H – DOH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

APPENDIX X – MODIFICATION AGREEMENT FORM (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)



Z. Attachments

ATTACHMENT 1 – DATA WAREHOUSE SOLUTION REQUIREMENTS

~~See separate document: “Attachment 1—Data Warehouse Solution Requirements.docx”~~

ATTACHMENT 2 – DATA ANALYTICS SOLUTION USER STORIES MATRIX

See separate document: “Attachment 2 – Data Analytics Solution User Stories Matrix.docx”

ATTACHMENT 3 – HOSTING SOLUTION REQUIREMENTS

~~See separate document: “Attachment 3—Hosting Solution Requirements.docx”~~

ATTACHMENT 4 – HOSTING SOLUTION AGREEMENT

~~See separate document: “Attachment 4—Hosting Solution Agreement.docx”~~

ATTACHMENT 5 – SECURITY AND PRIVACY REQUIREMENTS

~~See separate document: “Attachment 5—Security and Privacy Requirements.docx”~~

ATTACHMENT 6 – MAINTENANCE AND SUPPORT REQUIREMENTS

~~See separate document: “Attachment 6—Maintenance and Support Requirements.docx”~~

ATTACHMENT 7 – M/WBE PROCUREMENT FORMS

~~See separate document: “Attachment 7—M/WBE Procurement Forms.docx”~~

ATTACHMENT 8 – PRICE PROPOSAL WORKBOOK

See separate document: “Attachment 8 – Price Proposal Workbook.xlsx”

ATTACHMENT 9 – NO-BID FORM

~~See separate document: “Attachment 9—No Bid Form.docx”~~

ATTACHMENT 10 – LOBBYING FORM

~~See separate document: “Attachment 10—Lobbying Form.docx”~~

ATTACHMENT 11 – VENDOR RESPONSIBILITY ATTESTATION

~~See separate document: “Attachment 11—Vendor Responsibility Attestation.docx”~~

ATTACHMENT 12 – SAMPLE STANDARD NYS CONTRACT LANGUAGE AND APPENDICES

~~See separate document: “Attachment 12—Sample Standard NYS Contract Language and Appendices.docx”~~

ATTACHMENT 13 – MEDICAID INFORMATION TECHNOLOGY ARCHITECTURE – CONFORMITY

~~See separate document: “Attachment 13—MITA Conformity.docx”~~

ATTACHMENT 14 – TRANSMITTAL FORM

~~See separate document: “Attachment 14—Transmittal Form.docx”~~

ATTACHMENT 15 – LETTER OF INTENT TEMPLATE

~~See separate document: “Attachment 15—Letter of Intent Template.docx”~~



ATTACHMENT 16 - ENCOURAGING USE OF NEW YORK BUSINESSES IN CONTRACT PERFORMANCE

~~See separate document: “Attachment 16—Encouraging Use of New York Businesses in Contract Performance.docx”~~

ATTACHMENT 17 – STATE DATA CENTER (SDC) VENDOR AGREEMENT

ATTACHMENT 18 – HOSTING COSTS

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ATTACHMENT 1 – DATA WAREHOUSE SOLUTION REQUIREMENTS

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DW-1	<p>1 General</p> <p>The Contractor shall be responsible for all aspects of the project, including, but not limited to the following.</p>
DW-2	<p>The Contractor shall, on an ongoing basis, provide information to health insurance carriers, third party administrators, pharmacy benefit managers and other entities managing medical, behavioral health and pharmacy claims on regulations and submittal process (communications materials, website, FAQs, annual meetings, semi-annual newsletter, etc.). The Contractor shall do so by maintaining an “Official” Website with all relevant information in up to date form as a reference guide related to the APD.</p>
DW-3	<p>The Contractor shall identify the need for, accept and process replacement data submissions from Data Providing Entities (DPEs). Initially, the primary DPE will be the OHIP Data Mart. As described in the RFP, the process will shift to where the APD Data Intake Solution (currently in development with the New York State of Health vendor, Computer Sciences Corporation) will become the primary DPE, supplemented with data from other Data Providing Entities (e.g. SPARCS). Updates from these DPEs will be periodically processed into the APD Data Warehouse.</p>
DW-4	<p>The Contractor shall maintain a system to allow test submissions from DPEs. The details of the various “environments” are contained in the Hosting Services Exhibit; however, this is to emphasize the need for a Testing environment in which to develop the various ETL processes before they are moved to the Production Environment.</p>
DW-5	<p>The Contractor shall maintain and update, as needed, DPE/data element specific quality assurance thresholds. The ETL process(es) developed will include such data quality metric checks as desired and approved by NYSDOH with an agreed upon alerting mechanism when these thresholds are not met.</p>
DW-6	<p>The Contractor shall track and communicate to NYSDOH overdue and otherwise non-compliant DPEs.</p>
DW-7	<p>Data submissions from Original Source Submitters that are overdue result in missing data in the DPE extracts. This condition shall be reported to NYSDOH when detected by means of ETL status reports.</p>
DW-8	<p>The Contractor shall provide reports and statistics to NYSDOH for its use in determining whether enforcement actions are warranted for non-compliant Original Source Submitters.</p>
DW-9	<p>The Contractor shall follow up with NYSDOH support staff for the DPEs on data issues and respond to DPE support staff’s questions and comments.</p>
DW-10	<p>The Contractor shall maintain on-line quality assurance reports for use by NYSDOH. These reports, among others, shall be available through the Secure Website described in the Hosting Services section of this document.</p>
DW-11	<p>The Contractor shall consolidate and enhance data for analytic use. It is the intent of the NYSDOH that extensive data analytic processing will be done. This is expected to necessitate the creation of at least one separate database dedicated to</p>

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	this function. A conceptual diagram later in this document is provided as a guide.
DW-12	The Contractor shall link providers and members across DPEs. Master Patient and Master Provider Indices will be built as part of the Reference data. The member linkage will also include the generation of the "de-identified ID" to permit linking records associated with a specific patient from multiple DPEs.
DW-13	The Contractor shall supply dimension tables to allow for labeling of coded data elements. These table specifications are to be available through the Secure Website described later in this document.
DW-14	The Contractor shall provide data extracts to NYSDOH in an agreed upon format. The NYSDOH intends the APD system to provide data Extract(s) for a variety of purposes. These are to be restricted to the "de-identified" values as appropriate. These extracts are to be in a format and on a schedule agreed upon with NYSDOH.
DW-15	2 Implementation
DW-16	The Contractor shall perform all necessary activities to implement systems, services and processes required to commence operations and perform APD data collection and processing as required by the Contract.
DW-17	The Contractor shall develop an implementation project plan detailing the tasks required to implement the services under the Contract. The plan will be in compliance with the stated completion dates relative to contract start as stated in this document. Phases of the project include design, develop, deploy and continuing operations. During the life of the contract, NYSDOH may request additional analytics, reports, etc. The process for these ongoing developments is part of the Operation phase and is specified in the Hosting Services Solution Agreement.
DW-18	The Contractor shall execute the implementation tasks, activities and deliverables as detailed in the implementation project plan and as approved by NYSDOH.
DW-19	The project plan shall comply with the State's project management methodology as defined by NYSITS.
DW-20	The Contractor shall submit the finalized Implementation Project Plan in writing to NYSDOH within 20 business days of OSC approval or contract start date, whichever is later.
DW-21	Prior to submission, the Contractor shall hold strategy meetings with key participants identified by NYSDOH to solicit feedback on the proposed Implementation Project Plan.
DW-22	In the event of a conflict in the required completion dates, the terms of the contract shall prevail and the contract will be interpreted to require the earliest documented completion date for such activities or milestones, unless otherwise approved by the State.
DW-23	2.1 Requirements Definition

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DW-24	The Contractor shall be responsible for identifying and documenting requirements for systems, interfaces and business process flows required to support and administer APD data collection, processing and Applications identified in these requirements (e.g., user stories defining analytics and reporting needs).
DW-25	The Contractor shall review pertinent documentation and information, including but not limited to enabling legislation, rules, procedures, file formats and any other relevant material.
DW-26	The Contractor shall maintain a Requirements Traceability Matrix (RTM) and map each requirement to milestones and deliverables throughout the life of the contract.
DW-27	2.2 Provision and Configure Environments
DW-28	The Contractor shall be responsible for the provisioning and configuration of any systems or services required for launching and operating the APD applications, data ingestion and processing.
DW-29	2.3 Design and Construction
DW-30	The Contractor shall design and construct systems, interfaces and business processes required to support and administer APD applications, data collection and processing. Initial collection of data is to be from the OHIP DataMart. In the final version, it is intended that the APD will extract data from separate DPEs and provide data extracts to the OHIP DataMart from the APD.
DW-31	2.4 Data Conversion
DW-32	The Contractor is responsible for conversion of any existing program data as required to perform addition of Value Added Data Elements. After the initial data load, the NYSDOH intends that the APD Data Warehouse be augmented with data from other DPEs. Addition of new data inputs and extracts of data will be ongoing throughout the operational phase of the project.
DW-33	2.5 Testing
DW-34	The Contractor shall be responsible for implementing and testing data collection and processing prior to launch of operations.
DW-35	Testing and implementation shall be performed in a manner agreed upon with NYSDOH. NYSDOH may elect to engage the services of an independent service provider to assist NYSDOH in reviewing test procedures and evaluating test results.

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DW-36	2.5.1 Test Plan and Test Cases
DW-37	Unless otherwise approved by the NYSDOH, the Contractor shall define, develop, document and submit test plans and test cases.
DW-38	Test plans and test cases shall be submitted and maintained in form, format and location proposed by the Contractor and approved by the NYSDOH.
DW-39	The Contractor shall document and maintain test cases in a form, format and location that allows for traceability from requirements to test cases, to test case execution and test case results.
DW-40	The Contractor shall document test cases, manage and track test execution in a manner that supports detailed reporting of testing status.
DW-41	2.5.2 Test Execution
DW-42	The Contractor shall successfully execute testing prior to implementation, demonstrating that APD applications, data collection and processing will operate as expected. Features and functions added during the operational phase may also require the same testing process, including regression testing, as determined by NYSDOH.
DW-43	2.5.3 State Testing Support
DW-44	The Contractor is responsible for supporting NYSDOH staff in user acceptance testing and review of test results.
DW-45	2.5.4 Acceptance
DW-46	The NYSDOH, in its sole discretion, shall determine whether the APD applications, data collecting and processing services developed and tested by Contractor are acceptable.
DW-47	The NYSDOH shall provide written notice of approval of testing to the Contractor, which shall also serve as authorization for Contractor to begin operations.
DW-48	The Contractor shall not commence operations without the written approval of the State.
DW-49	2.6 Operations
DW-50	The Contractor shall be responsible for operating systems, services and processes required to perform APD applications, data collection and processing as required by the Contract.

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DW-51	2.6.1 Plan of Operations
DW-52	The Contractor shall develop and maintain a plan of operations for APD data collection and processing services under the Contract that shall be incorporated into the Hosting Services Solution Agreement.
DW-53	The Contractor shall submit a finalized Plan of Operations within one (1) month of OSC approval or contract start date, whichever is later, and prior to the start of operations.
DW-54	The Contractor shall hold strategy meetings with key participants as identified by NYSDOH, to solicit feedback on the proposed Plan of Operations.
DW-55	The Contractor shall be responsible for performing ongoing services according to the plan of operations, as approved by NYSDOH and documented in the Hosting Services Solution Agreement.
DW-56	2.6.2 Documentation and Training
DW-57	The Contractor shall develop and maintain user documentation with quarterly updates and provide user training for NYSDOH designated staff. Documentation shall include an Interface Control Document for each DPE.
DW-58	The Contractor shall provide post- implementation support during the operational phase and must track and correct all reported issues and defects to the NYSDOH's satisfaction as defined in the Hosting Services Solution Agreement.
DW-59	2.6.3 Change Management
DW-60	The Contractor shall propose change control processes and procedures for State review and approval. The Contractor is responsible for release management and shall implement changes and releases, as appropriate, according to approved change control processes as defined in Attachment 6, Maintenance and Support Requirements.
DW-61	2.7 Data Standards and Requirements
DW-62	The Contractor shall ensure that DPE data extracts and the Contractor data collection process complies with NYSDOH standards and requirements.
DW-63	2.7.1 Standards
DW-64	The Contractor shall extract, validate and consolidate data files from all Original Source Submitters required to submit data to NYSDOH. The NYSDOH rules outline submission requirements including timeframes, data files, data elements, element types and values. These records after being collected by NYSDOH processes are the Data Providing Entities

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	(e.g. SPARCS).
DW-65	The Contractor shall extract, validate and consolidate data as appropriate for each DPE specified into the APD Data Warehouse.
DW-66	The implementation project plan shall require a thorough review and assessment of the rules and established formats and standards for submission of data. The resulting rules and formats will be maintained on the Secure Website, available to the Original Source Submitters, NYSDOH and others as approved by NYSDOH.
DW-67	The Contractor shall amend its collection and consolidation system to keep current with any changes made to the statutes or rules and any changes made to industry standard coding systems for the life of the Contract, including the adoption of National Council for Prescription Drug Programs (NCPDP) and ASC X12N standards. These coding system changes and data adjustments associated with them are to be published on the Secure Website.
DW-68	The Contractor shall have three (3) months from the adoption of any statute or rule change to be prepared to incorporate needed modifications in their system.
DW-69	Production change(s) shall be made in coordination with any changes required by the statute or rule change in an Original Source Submitter data submission (e.g. SPARCS). All changes will be processed through the Change Management System regardless of why the change is needed.
DW-70	Changes to industry standard coding systems must be accommodated for in accordance with their required implementation date. The Contractor shall extensively test any such changes with the current Original Source Submitter's data (DPE) prior to implementation.
DW-71	3 Communication and Coordination
DW-72	The Contractor shall communicate and coordinate with NYSDOH throughout the term of this contract to facilitate data collection and processing.
DW-73	3.1 NYSDOH Communication
DW-74	The Contractor shall provide clear and consistent communication with NYSDOH throughout the project, including the implementation and operations phases.
DW-75	The Contractor shall provide monthly status reports to NYSDOH including measures of data submission timeliness, completeness and error rate. The reports shall be delivered in a format agreed to by NYSDOH (e.g. PDF).
DW-76	Each regularly scheduled extract from a DPE and subsequent load into the APD Data Warehouse shall be accompanied by a report on data quality and completeness.

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DW-77	The Contractor shall provide NYSDOH with any information, data or technical assistance as might be requested by NYSDOH in order to improve current or future program operation.
DW-78	The Contractor shall provide consultation to NYSDOH on proposed changes to rules, processes or standards in regard to their impact on the APD in design, performance or use.
DW-79	The Contractor shall propose solutions to address or resolve issues in the APD applications, data collection and operation.
DW-80	3.2 Communication Plan
DW-81	The Contractor shall develop a communication plan and materials to introduce NYSDOH DPEs to the APD project and its requirements and the Contractor's role.
DW-82	Communication materials shall include: <ul style="list-style-type: none"> • a letter of introduction from NYSDOH on Departmental letterhead citing the APD Project and the Contractor's role; • a clearly presented copy of the complete APD Project and rules regarding data conversion; • a guide to requirements and methods for conversion of the data; and • other materials deemed helpful by the Contractor and NYSDOH.
DW-83	The information packet shall be approved by NYSDOH prior to providing to NYSDOH DPE support staff.
DW-84	The Contractor shall provide the packet to existing NYSDOH DPEs within 21 calendar days of OSC approval or contract start date, whichever is later.
DW-85	The Contractor shall provide the information to any new NYSDOH DPEs that enter the APD Project.
DW-86	3.3 Data Dictionary (Meta Data)
DW-87	The Contractor shall maintain the Data Dictionary throughout the term of the contract.
DW-88	The Contractor shall produce and keep current on the Secure Website a Data Dictionary that conforms with New York State Standards containing detailed specifications and documentation for the consolidated data sets, including description of files, tables, data elements, codes and completeness of elements.
DW-89	The Data Dictionary shall include entity relationship diagrams.
DW-90	The Data Dictionary shall include version control information to allow for tracking of all changes made over time.
DW-91	3.4 Data Providing Entity (DPE) Communication
DW-92	The Contractor shall communicate and coordinate with NYSDOH DPE support staff.

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DW-93	The Contractor shall provide routine education to DPE staff about the role of the Contractor with the approval and, as needed, participation of NYSDOH.
DW-94	The Contractor shall hold an annual meeting with and as directed by NYSDOH, the first of which is to be held within six (6) weeks of OSC approval or contract start date, whichever is later.
DW-95	The Contractor shall assist NYSDOH, as necessary, with communicating to DPEs support staff regarding the requirements of APD data conversion(s).
DW-96	The Contractor shall work with DPEs' information management and other staff to ensure timely compliance and extract of data.
DW-97	The Contractor shall provide data content and ETL training and support to DPEs' information management and other staff.
DW-98	The Contractor shall provide notification to NYSDOH and DPEs of all changes/updates.
DW-99	The changes and updates shall be reflected in the data maintained on the Secure Website, which will act as reference throughout the Contract.
DW-100	The Contractor shall identify problems related to extracts, data conversions, formatting, etc. and work with DPEs' information management and other staff to develop remedies.
DW-101	3.5 Support Center
DW-102	The Contractor shall establish a support center and dedicated point(s) of contact to provide communication and technical assistance to NYSDOH, DPEs information management and other staff. Requirements for operation of the support center including hours of staffing for the help desk, response time criteria, etc. are detailed in Attachment 6, Maintenance and Support Requirements.
DW-103	3.6 Communication Tracking
DW-104	The Contractor shall maintain records of all communications with NYSDOH regarding APD applications issues as defined in Attachment 6, Maintenance and Support Requirements.
DW-105	3.7 Original Source Submitter Status and Reports
DW-106	On the Secure Website, the Contractor shall make available to Original Source Submitters secure Original Source Submitter-specific web content that shows the status of submissions from that Original Source Submitter and copies of Quality Assurance (QA) reports specific to Original Source Submitters.
DW-107	The Contractor shall provide similar access to NYSDOH and their designees, which contains information on the status of

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	all Original Source Submitter submissions as well as resulting Original Source Submitter specific QA reports and CRM records.
DW-108	4 Data De-Identification
DW-109	The Contractor shall perform data element de-identification to facilitate the Analytics processes. De-identification field(s) will be added to the data extracted from the DPEs.
DW-110	Analytic engine(s) processes shall be restricted to only de-identified data, while "back-end" processes (e.g., record linking during data load) can still use original content to accurately track and link records from multiple DPE systems.
DW-111	4.1 De-Identification Software/Method
DW-112	The Contractor shall supply data element-level de-identification software or other methodology as required by NYSDOH. The process shall result in the creation of a "common person identifier" unique to each person, as well as making available certain masked values (e.g., age group) to be used where original record values (e.g., date of birth) would expose too much Personal Identifying Information (PII).
DW-113	De-identification software or method shall be reviewed and approved for use by NYSDOH prior to implementation.
DW-114	The Contractor shall work with NYSDOH to ensure that the de-identification method is compatible with previously collected data. Records identified as relating to a record for which a "common person identifier" has already been created will be tagged appropriately in the aggregated data.
DW-115	Linking records identified as pertaining to the same person shall include, as a minimum, the comparison of identifying fields such as name, Social Security Number, date of birth, gender, etc. to properly identify the record as belonging to a specific person.
DW-116	4.2 Improved Linking of Data
DW-117	The Contractor shall make recommendations for improving the linking of de-identified data, including proposals for changes to data collection.
DW-118	4.3 Testing
DW-119	The Contractor shall ensure proper use of the de-identification method by the ETL processes and shall test data file de-identification prior to production use on actual submissions containing protected data elements. Each additional DPE added to the system shall be tested, with review by NYSDOH, in the same manner.

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DW-120	4.4 Monitoring
DW-121	The Contractor shall monitor ETL processes to assure that the de-identification method is applied correctly to the data. Reports on the status of the ETL process shall be provided to NYSDOH as a minimum each week.
DW-122	4.5 Issue Notification
DW-123	The Contractor shall notify NYSDOH of any issues related to de-identification and matching of individual Original Source Submitter records within one (1) business day.
DW-124	4.6 De-Identification Method Changes
DW-125	If at some time NYSDOH requires a change to the system of de-identification and linkage between related health care data sets, the system must permit the Contractor to make the necessary software and system modifications to allow for the change and to reprocess the APD Data Warehouse data to adhere to the new requirement.
DW-126	Such changes shall be made through a change request issued by NYSDOH.
DW-127	The Contractor shall extensively test any such changes prior to implementation.
DW-128	4.7 Field Masking
DW-129	The Contractor's de-identification method shall create masking values for specific fields. As example, the Date-of-Birth (DOB) may often result in exposure of PII in many queries. To provide data for Analytics without this exposure, the de-identification process may create another field(e.g., DOB-Group) and populate based on the original value. A DPB DOB within the last five (5) years could result in a DOB-Group value of (2009-2014). The specific method used by the Contractor must be approved by NYSDOH prior to implementation.
DW-130	5 Data Collection, Validation and Aggregation
DW-131	The Contractor shall perform data collection, validation and aggregation services throughout the term of this contract.
DW-132	5.1 Data Collection and Validation Process
DW-133	Including de-identification and encryption of data in transit, the Contractor shall extract and process data files from the DPEs and load the resulting record(s) into the APD Data Warehouse.

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DW-134	The Contractor shall perform data validation processes on each data extract and generate a report for each Original Source Submitter whose data are included in the ETL process.
DW-135	The Contractor shall post the report for each Original Source Submitter on the Secure Website so that they can access the results of the validation results on the files they submitted.
DW-136	The Secure Website shall include instructions on how to access the results of the validation results on-line.
DW-137	If an Original Source Submitter needs to address issues with the data file(s) they submitted, these issues are expected to be resolved with the normal NYSDOH process for those Submitters.
DW-138	5.2 Data Extraction and Loading
DW-139	The Contractor shall ensure acceptance and processing of data files from DPEs that may be extracted and transferred by the Contractor to the APD Data Warehouse utilizing secure FTP or alternative methods or new standards available if approved in advance by NYSDOH. A solution that combines the de-identification process mentioned above with data file ETL processing is preferred.
DW-140	The Contractor shall provide a consistent file encryption methodology to all DPEs supplying data to the APD Data Warehouse to assure that all files are encrypted properly.
DW-141	Once the Contractor receives the encrypted data, the Contractor shall de-encrypt all data with the exception of encrypted, de-identified fields prior to adding to the APD Data Warehouse.
DW-142	5.3 Test Extractions
DW-143	The Contractor's system shall be capable of extracting and distinguishing test data from multiple, distinct DPEs.
DW-144	Test files shall be subjected to the same validation process as production files except that the report(s) shall be posted in a TEST area on the Secure Website.
DW-145	The Contractor shall review and validate initial data extractions from each new DPE before approving a DPE for production operations.
DW-146	The Contractor shall accept iterative rounds of testing until extractions conform to the intended format and content.
DW-147	The Contractor shall perform an extensive data testing process during the initial rounds of data extractions utilizing a NYSDOH prescribed format.
DW-148	5.4 Production Submissions
DW-149	The Contractor shall provide extractions of data from all identified DPEs pursuant to a schedule of deliverable due dates

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	established by the NYSDOH. It is the intent that initial extractions shall be from the OHIP Data Mart with migration to the identified DPEs as agreed in the project implementation schedule.
DW-150	The Contractor shall accept extractions of replacement files or records, as necessary.
DW-151	5.5 Late Submission Notifications
DW-152	The Contractor shall notify NYSDOH when DPE processing identifies Original Source Submitters who have not submitted their data files by the required submittal date.
DW-153	5.6 Data Validation Rules
DW-154	The Contractor shall define data validation rules, as approved by the State.
DW-155	The Contractor shall define data validation rules to ensure that defined and undefined errors are identified.
DW-156	The Contractor shall use a series of data edits and audits to ensure the quality and integrity of the data.
DW-157	The Contractor shall propose and use actuarial methods and standards, as approved by the State, to confirm that the data submissions reasonably represent expected utilization for each Original Source Submitter’s member population when applicable.
DW-158	The Contractor shall define data validation rules for verification of data element formats and lengths.
DW-159	The Contractor shall define data validation rules for verification of the population of required elements.
DW-160	The Contractor shall define data validation rules for verification of element values against allowed values or thresholds.
DW-161	The Contractor shall define data validation rules for verification of referential integrity and cross-element validation.
DW-162	The Contractor shall define data validation rules for verification of submitted and calculated file control totals.
DW-163	The Contractor shall define data validation rules for verification of file content and volume, including analysis of utilization and field value frequency and comparison to Original Source Submitter history.
DW-164	The Contractor shall define data validation rules for verification of expected and reasonable utilization and cost against actuarial expectations and industry standards.
DW-165	The Contractor shall define data validation rules for verification of proper de-identification.
DW-166	The Contractor shall define data validation rules for identification of duplicate or conflicting records.
DW-167	The Contractor shall define DPE specific validation rules, as approved by the NYSDOH.
DW-168	The Contractor shall define data validation rules for verification of conformance with any other rules not specifically stated in this document or the RFP.

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DW-169	5.7 Data Validation Process
DW-170	The Contractor shall implement approved data validation rules and perform detailed validation of all DPE extraction data files.
DW-171	The Contractor shall employ an automated validation process and utilize automated data content and quality analysis tools to validate data submissions.
DW-172	Any data validation exceptions shall be automatically captured and stored in detail and summary tables.
DW-173	The data validation process shall include review of validation results by staff, with final review by a Contractor senior manager not involved in processing or compiling the information.
DW-174	The Contractor shall produce cost and utilization measures upon completion of the data validation process.
DW-175	The Contractor shall publish and maintain current, approved validation rules on the Secure Website for Original Source Submitter and NYSDOH access.
DW-176	5.8 Data Acceptance or Rejection
DW-177	Following data validation and review, the Contractor shall accept or reject files or records in accordance with rules and thresholds approved by NYSDOH.
DW-178	The Contractor shall have the ability to accept or reject entire files or individual records.
DW-179	The Contractor shall provide each Original Source Submitter with a report detailing the results of the validation process against their submitted data files within five (5) days of the validation process through the Secure Website.
DW-180	The report shall indicate the validation status, including reconciliation of control totals, and acceptance or rejection of submitted file or records.
DW-181	The report shall indicate validation failures and rejection reason(s) when appropriate.
DW-182	Information provided shall be sufficient and clear enough for Original Source Submitters to easily reconcile their submitted data to the data processed by the Contractor and identify remedies for failures, when appropriate.
DW-183	5.9 Inventory and Issue Management
DW-184	The Contractor shall manage the inventory of rejected files and records and communicate with DPE information management staff regarding data validation issues.
DW-185	For each such validation issue, the Contractor shall provide a copy of the validation report to NYSDOH.
DW-186	The Contractor shall meet with each DPE's information management staff to discuss data collection and validation issues.

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DW-187	The Contractor shall work with the DPE’s information management staff to remediate data deficiencies or gaps when they are found.
DW-188	The Contractor shall accept data re-extractions from the DPEs as necessary to address issues.
DW-189	6 Data Aggregation and Consolidation
DW-190	The Contractor shall aggregate and consolidate data as required. Following validation, the Contractor shall load and aggregate all accepted files and records into the APD Data Warehouse.
DW-191	6.1 APD Data Warehouse
DW-192	The Contractor shall store aggregated data in a database approved by the NYSDOH that is designed for efficient and effective storage and retrieval.
DW-193	The Contractor shall define and implement a record key approach, as approved by the State, to uniquely associate all related records.
DW-194	The Contractor shall maintain record timestamps in order to properly identify sequential record updates.
DW-195	Available data sets shall include, but not be limited to: <ul style="list-style-type: none"> • all versions of each claim • last adjusted version (i.e., final state) of each claim • all activity within a user-selected date range.
DW-196	6.2 Data Conversion
DW-197	Within three (3) months of OSC approval or contract start date, whichever is later, the Contractor shall acquire from the NYSDOH, if needed, all data previously submitted to support incorporation of any Value Added Data Elements.
DW-198	The Contractor shall process the historical data and maintain the data in the same databases as newly collected data.
DW-199	6.3 Record Changes
DW-200	The Contractor shall coordinate with each DPE’s information management staff to identify the appropriate methods for determining the current adjudication status of all service records contained in the DPE's data file extraction(s).
DW-201	The Contractor shall on a quarterly basis review the deployed methods with each DPE’s information management staff to

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	determine if any changes are required.
DW-202	The Contractor shall maintain documentation detailing the consolidation methods by DPE and how the method shall be deployed in the system on the Secure Website.
DW-203	The documentation shall be posted on the Secure Website at least two (2) weeks prior to the initial execution of the consolidation process and then routinely whenever new DPEs are added and/or new methods are deployed.
DW-204	The Contractor shall make any system modifications required to accommodate changes to DPE consolidation methods.
DW-205	6.4 Record Replacement
DW-206	The Contractor shall coordinate with each DPE's information management staff to define appropriate methods to identify and process resubmitted or replacement records contained in the DPE data file extractions.
DW-207	6.5 Common Person Identifier
DW-208	The Contractor shall execute and include in the consolidated data a process that assigns a common person identifier across all instances of a single person, regardless of Original Source Submitter, business line or relationship to the contract holder (subscriber).
DW-209	The Contractor shall develop a patient crosswalk and single patient identifiers to track patient-provider relationships over time and between DPEs.
DW-210	This crosswalk shall take into account prior identities at Original Source Providers and membership in multiple data systems to allow the Contractor and NYSDOH to unify claims, enrollment history, etc.
DW-211	The Contractor shall unify the patient history and determine the most current information, including unifying persons with name changes, variants and differences in spelling, where possible.
DW-212	The process for creating a common person identifier shall be approved by NYSDOH prior to production implementation.
DW-213	6.6 Common Provider Identifier
DW-214	The Contractor shall execute and include in the consolidated data a process that assigns a common provider identifier across all instances of a single provider entity (e.g., Physician, Medical Practice, Hospital), regardless of Original Source Submitter or other affiliation, while also maintaining the data as submitted by the Original Source Submitter.
DW-215	The Contractor shall develop a provider crosswalk and single provider identifiers to track provider-patient relationships over time and between DPEs.
DW-216	This crosswalk shall take into account National Practitioner Identifier (NPI), health plan provider identifier, provider

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	name, provider address and other identifiers and demographics to allow the Contractor and NYSDOH to unify history.
DW-217	The Contractor shall unify the provider history and determine the most current information, including unifying providers with name changes, variants and differences in spelling, where possible.
DW-218	The process for creating a common provider identifier shall be approved by NYSDOH prior to final implementation.
DW-219	6.7 Value Added Data Elements
DW-220	The Contractor shall create and add calculated data elements or indicators to the aggregated, consolidated data, including, but not limited to: <ul style="list-style-type: none"> • Inpatient hospital service indicator; • Emergency Department (ED) service indicator, for ED visits not resulting in a subsequent hospital admission; • Standard Type of Service (TOS) assignment to be developed in conjunction with NYSDOH; • Standard Therapeutic Class assignment for Pharmacy services, to be developed in conjunction with NYSDOH; • Standard Provider Type/Specialty assignment for providers, to be developed in conjunction with NYSDOH; • Calculated patient age, facility length of stay and total allowed amount (sum of payment data elements) and other data elements developed in conjunction with NYSDOH; and • Other indicators for selecting claims and/or eligibility records that meet criteria for common use based on rules developed in conjunction with NYSDOH.
DW-221	6.8 Consolidation Process
DW-222	The Contractor shall develop and execute a data consolidation process to identify, modify or generate, if necessary, a single record that accurately reflects the patient, provider, diagnoses, services, service dates and other related information and designates the latest disposition and costs associated with rendered services.
DW-223	Consolidation shall be performed in accordance with the data consolidation method or methods specific to each DPE.
DW-224	The Contractor shall adjust the consolidation process and reconsolidate data extracted from DPEs to address concerns of the Contractor or NYSDOH.
DW-225	6.9 Additional Review
DW-226	The Contractor shall perform additional testing on the aggregated data, assessing data consistency and trends over time.
DW-227	The Contractor shall also perform semi-annual, independent review of aggregate, consolidated data.

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DW-228	Such independent review shall be performed by senior consulting or actuarial staff not involved in processing or compiling the information.
DW-229	The Contractor shall propose and use actuarial methods and standards, as approved by the NYSDOH, to confirm that the aggregate, consolidated data reasonably represents expected utilization for each Original Source Submitter's member population.
DW-230	Annually, the Contractor shall provide an overview report that summarizes and assesses the quality and completeness of the data in regards to its use for analytic tasks.
DW-231	The report shall include assessment of completeness and quality of the data and potential solutions and recommendations to improve the data.
DW-232	7 Data Extracts
DW-233	The Contractor shall provide NYSDOH, or its designee, data extract files and related support throughout the term of this contract.
DW-234	7.1 Provision of Data Extracts
DW-235	Data extract files shall be supplied in format specified by NYSDOH, encrypted with an algorithm and key approved by NYSDOH and transmitted via a NYSDOH approved method.
DW-236	Exports shall be accompanied by the load script necessary for import into the intended NYSDOH database environment.
DW-237	At the option of NYSDOH, the file format, encryption method or method of transmittal of the datasets can be changed.
DW-238	Along with extracts, the Contractor shall supply, in addition to the Data Dictionary, the necessary technical documentation to allow for NYSDOH staff or designees to successfully load and use the data.
DW-239	Each data extract shall be accompanied by a transmittal report that specifies the content of the data and the record counts of each data table.
DW-240	If, after extraction of consolidated data sets, NYSDOH identifies errors that have not been identified by the Contractor that are within the scope of the required QA testing, the files will be rejected and shall be corrected by the Contractor.
DW-241	If errors are discovered outside the bounds of the required QA testing, the Contractor shall make a reasonable effort with DPEs to address errors.
DW-242	If errors are discovered outside the bounds of the required QA testing, the Contractor shall incorporate additional QA testing into the required procedures to account for any new type of error discovered.
DW-243	Upon request in writing, the Contractor shall supply files covering custom periods and contents.

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DW-244	7.2 Assistance to NYSDOH
DW-245	The Contractor shall provide assistance to NYSDOH in use of data sets as follows.
DW-246	The Contractor shall provide data tables to allow for labeling of coded data elements.
DW-247	The Contractor shall provide updated specific definitions and logic of all Value Added Data Elements and include them in the file specifications.
DW-248	The Contractor shall provide ad hoc assistance on interpretation of all tables and data elements supplied within one (1) week of request.
DW-249	The Contractor shall provide such materials when releases or updates are made to the relevant coding systems by the publisher or standards body.
DW-250	7.3 Quality Assurance
DW-251	For all data extracts, the Contractor shall have in place a written quality assurance process to verify that the data extracted conforms to the extract specifications.
DW-252	The written process shall be made available to NYSDOH upon request.
DW-253	Any issues with the quality of data extracts discovered by extract recipients that the Contractor or NYSDOH is made aware of shall be addressed in updates to the quality assurance process documentation.
DW-254	7.4 Prohibition on Release of Data
DW-255	The Contractor shall be strictly prohibited from releasing or granting access to any data, unless expressly authorized by NYSDOH in writing, for any purposes other than those specifically authorized by the Contract.
DW-256	Unless otherwise directed in writing by an officer of NYSDOH, only NYSDOH or its designees shall receive data extracts.

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ATTACHMENT 2 – DATA ANALYTICS SOLUTION USER STORIES MATRIX

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
1 APD Management Staff (Contractor and NYS)						
1.1 Data Analyst						
US-1	D ¹	Data Analyst	access to claim-level data	I can answer a research question when it is given		
US-2		Data Analyst	total dollars expended, total recipients, total claims for a time period	I can view longitudinal trends and outliers		
US-3		Data Analyst	clear definitions of every field, including possible values with meanings	I can be an efficient programmer, have a level of confidence in the answers I am producing		
US-4		Data Analyst	validation reports on volume and quality	I can have confidence prior to risk adjustment that the data is robust		
US-5		Data Analyst	the ability to summarize data on my own	I can answer ad-hoc questions relating to various levels of specificity		
US-6	D	Data Analyst	the ability to link claims across providers to a single patient event	I can identify overlaps in claims, for coordination of benefits, and calculating total cost of care		
US-7		Data Analyst	the ability to export the data to PowerPoint, Excel, etc. - even for large amounts of data	I can perform what-if analyses and prepare presentations		
US-8	D	Data Analyst	Full and direct access to all claim lines, eligibility data, and all reference and other ancillary tables ("power" user status).	I have the granular information available to perform population or claims based analysis.		
US-9		Data Analyst	the ability to see the tables and the actual data	I can write code (preferably SQL) directly against all data tables in complex configurations and amongst multiple tables in a single query		
US-10		Data Analyst	a sizable personal storage space	I can warehouse/freeze very large datasets as necessary (large schema)		

¹ **Note:** NYSDOH recognizes that the ability to fulfill User Stories with a "D" in column 2 could be constrained due to the need to de-identify data.

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
US-11		Data Analyst	the ability to contact support staff	I can obtain quick timely resolutions to technical problems (such as the need for more personal schema space as needed)		
US-12		Data Analyst	access to a robust and easy-to-use meta-data that is inclusive of all possible fields	I can better understand the data sets		
US-13		Data Analyst (Fiscal/ Rate Setting)	to identify specific populations by eligibility criteria including, premium group, Medicaid Eligibility Group (MEG), finance region, for any variety of financial analyses that would include cost projections, historical cost trends, comparisons to regional or state averages by managed care organization and/or healthcare provider (utilizing any combination of eligibility criteria)	I can conduct analyses by eligibility criteria		
US-14		Data Analyst (Fiscal/ Rate Setting)	to compare to periodic reporting by managed care organizations	I can conduct comparative analyses		
US-15		Data Analyst (Fiscal/ Rate Setting)	to utilize claim line level data in support of rate setting functions including the shares of total cost by payer and valuation of "efficiency" metrics (such as potentially preventable hospitalizations, preventable ER visits, etc...)	I can support rate setting functions		
US-16		Data Analyst (Fiscal/ Rate Setting)	to utilize risk adjusted data (CRG or HHC CMS Hierarchal Coexisting Conditions (HCC) scores) as necessary in comparison of different population cohorts, managed care organizations, or providers.	I can conduct comparative analyses		
US-17		Data Analyst (Fiscal/ Rate Setting)	to prepare and freeze very large datasets for annual risk adjustment process including shadow pricing of managed care organization encounters	I can conduct annual risk adjustment process		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
1.2 Data Management						
US-18		Data Management	to incorporate data on services provided by other state agencies (e.g., OPWDD, OASAS, OMH)	To complete the picture of the individual and analyze across multiple data sets		
US-19		Data Management	to incorporate claims, clinical data, patient survey data, eligibility data	To complete the picture of the individual and analyze across multiple data sets		
US-20		Data Management	Episode grouping technology that organizes claims and discharge data into a set of clinically coherent episodes.	I can analyze data by clinical episode		
US-21		Data Management	the ability to add geocoding to claims and member eligibility files	I can conduct geographical analyses		
US-22		Data Management	the capacity to aggregate claims into inpatient stays and apply DRG groupers	I can analyze data by inpatient stay or DRG		
US-23		Data Management	Web interfaces, role-based reports and dashboards for monitoring operations and interacting with data submitters and users	I can ensure compliance with APD regulations		
2 Consumers of Healthcare Services (Public)						
2.1 Consumer						
US-24		Consumer	price per procedure	I can make informed choices		
US-25		Consumer	to find providers by taxonomy: 1) categorized and mapped by office location(s); 2) by insurance issuer and payer accepted	1) I can locate specialists and primary care providers in my area and 2) I can rate and choose provides		
US-26	D	Consumer	links to external data sources for information not contained in the APD	I can gather more information about providers and facilities I may interact with		
US-27		Consumer	the ability to measure and stratify (according to attributes such as patient demographics and	I can rate providers		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
			major disease categories) volume and outcomes per procedure			
US-28	D	Consumer	to be able to review my own claims history	I can make informed decisions regarding my healthcare	N/A	
US-29		Consumer	the ability to measure and stratify (according to attributes such as patient demographics and major disease categories) volume and outcomes per procedure	I can make informed decisions regarding my healthcare		
US-30		Consumer	information on what this procedure is going expected to cost: by provider (physician, hospital), by health plan	I can make an informed healthcare decision		
US-31		Consumer	Publicize measures of "plan value" (e.g. quality achieved per premium dollar)	I can choose plans accordingly		
US-32		Consumer	publicly available quality and cost data	providers and consumers can make informed choices		
US-33		Consumer	A web interface to access developed reports and statistics	I can access reports and statistics		
3 Data Management Staff from Insurance Carriers						
3.1 Carrier						
US-34		Carrier	to see service utilization statistics for my providers in comparison to my providers within other carriers	I can manage my provider contracts more effectively		
US-35		Carrier	to see average cost statistics for all Carriers	I can manage my provider contracts more effectively		
US-36	D	Carrier	to see the total picture of services for a particular patient or patient group categorized according to which of the services I cover (utilization and cost – wise) and what is covered by other carriers	I can better understand my population		
US-37		Carrier	to see structure of my population by all major strata's including: age, gender, region, county,	I can better understand my population		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
			major disease categories (grouped dependent), etc.			
US-38		Carrier	to see structure of my population by all major utilization groups: inpatient, outpatient, ER, etc.	I can better understand my population		
US-39		Carrier	to see structure of my population by: types of procedures performed, inpatient events, reasons for ER visits, etc.	I can better understand my population		
US-40		Carrier	to find the number and proportion of my population whom are utilizers (at least one claim) within a time period (in a month, year, quarter)	I can better understand my population and provide better case management		
US-41		Carrier	to classify my population according to usage statistics (e.g. identify "frequent flyers")	I can better understand my population and provide better case management		
US-42		Carrier	to identify providers whose patients are not meeting specific goals related to quality measures	I can measure provider quality and conduct interventions		
US-43		Carrier	to look at provider quality metrics/cost ratings and compare against benchmarks	track eligibility for advanced primary care		
US-44		Carrier	to review past provider/practice performance against proposed quality or fiscal benchmarks/goals	I can review the impact of pending legislation		
US-45		Carrier	to generate custom metrics based on selecting/weighting existing metrics (payer-driven algorithms for specific metrics)	I can track progress on value-based payment models (e.g., P4P, shared savings, shared savings & risk, capitation)		
US-46		Carrier	to calculate total cost of care, accounting for any sub-capitation arrangements by care setting (e.g. inpatient, outpatient, diagnostics, imaging, pharmacy etc.)	I can calculate provider performance on risk-adjusted total cost of care and value-based payment models (e.g., P4P, shared savings, shared savings & risk, capitation) including any quality thresholds at the provider, payer, and state/regional levels of granularity		
US-47	D	Carrier	to review past fee-for-service claims for a	I can evaluate the cost and clinical		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
			given patient or plan	history of a patient or plan (mergers)		
US-48	D	Carrier	Drill down from measure at plan/provider level member (compliant vs non-compliant) and perform root cause analyses	I can improve quality of care and perform specific patient outreach		
3.2 Medicaid Administrator						
US-49		Medicaid Administrator	guarantees regarding limited access to Medicaid data,	I can ensure Medicaid data is not used for purposes that are prohibited		
4 Healthcare Researchers						
4.1 Academic Institution						
US-50		Academic Institution	an affordable, robust, up-to-date, standard data set that is quick to obtain	1) I can pursue detailed research within my area of interest within the boundaries of available grant funding and timeline 2) I can get published		
US-51		Academic Institution	the ability to generate ad-hoc analyses using graphical tools that represent pre-established data models	I can verify my research outcomes		
4.2 Ancillary Organization						
US-52		Ancillary Organization	to understand utilization patterns by geography for products I produce	to effectively manage outcomes, identify geographical trends		
US-53		Ancillary Organization	to see cost versus charge for products I produce	so that I can look at longitudinal trends in practice patterns, identify outliers, target outreach campaigns		
US-54		Ancillary Organization	to identify who is prescribing products I produce	to conduct targeted outreach campaigns		
US-55		Ancillary Organization	to measure outcomes of drug treatments	measure adverse outcomes		
US-56		Ancillary Organization	to measure prescribing patterns - provider taxonomy for prescribing	monitor off-label use		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
US-57		Ancillary Organization	to identify testing patterns	to effectively manage outcomes, identify geographical trends		
US-58		Ancillary Organization	to correlate drugs prescribed to disease type/severity	to adjust outcomes based on patient pool		
4.3 Association						
US-59		Association	to count providers by taxonomy and geography	we can identify under- and over-served areas		
US-60		Association	to measure movement of patients	to map attraction patterns after catastrophic events, emergency preparedness		
US-61		Association	to locate specific providers by capability and capacity	emergency preparedness, longitudinal analysis, leaver-joiner analysis		
US-62		Association	payment information	I can measure profit margins/advocate for fair profit margins		
US-63		Association	population-level statistics by geography (including denominator, not just utilizers) and over time	I can do longitudinal analysis, seasonality, survival analysis		
US-64	D	Association	the ability to view analyses of custom groups (either predefined or user-defined) against a different group or the broader population	I can compare the properties of my membership against other groups or the broader population		
4.4 Research Analyst						
US-65		Research Analyst	the ability to execute risk adjustment software (e.g., CRG or HCC) against the claims-level data and store the result	I can perform risk adjustment		
US-66		Research Analyst	the ability to store the user-generated definition of an analysis and have the analysis re-run each time new data is loaded	I can monitor changes to the outcome of a defined analysis		
US-67		Research Analyst	the ability to store (freeze) the results of user-defined analyses at a given point in time	I can perform analysis for a static data set, unaffected by future loads		
US-68		Research Analyst	documentation on how claims are netted	I can understand data better		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
US-69		Research Analyst	documentation on process flow of data	I can understand data better		
US-70		Research Analyst	access to netted claims data including netted cost and charges	I can create and answer research questions		
US-71	D	Research Analyst	access to transactional line level data (not netted)	I can perform data checks and to better understand data anomalies		
US-72		Research Analyst	mapping of ICD9 to ICD10	I can evaluate diagnoses over time (across the change from ICD9 to 10)		
US-73		Research Analyst	documentation or links to the risk adjustment methodologies	I know how metrics are created; diagnoses, procedures are grouped		
US-74		Research Analyst	access to data quality and completeness reports	I can have confidence in the data I am working with		
US-75		Research Analyst	detailed metadata that includes dates and types of updates	I know what data means and how it changed over time		
US-76		Research Analyst	alerts when metadata changes	I know when data is changing or is otherwise updated		
US-77		Research Analyst	documentation on historical policy and practice changes that may affect the data. Examples: dates when definition of HIV/AIDS changes, dates when definition of hypertension changes, dates when Medicaid Redesign Team (MRT) initiative started, etc.	I know how to interpret any changes in data I might find over time		
US-78		Research Analyst	standardized service categories across payers (Master Service Index)	I will be able to look at services across payers (currently Medicare & Medicaid have different service category definitions) seamlessly.		
US-79		Research Analyst	built in mapping capability or ability to export out geocoded files for mapping	I can create quick maps for grants or other documents		
US-80		Research Analyst	access to dashboards	I can quickly answer/generate research questions		
US-81		Research Analyst	metrics on types of questions users are interested in when using dashboards	I can evaluate what is important to the APD users; what are the current trends and/or concern; I can generate research questions		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
US-82	D	Research Analyst	historic patient location information	I can track patient location over time, select population for analysis		
US-83		Research Analyst	historic provider location information	I can track provider location over time		
US-84	D	Research Analyst	as part of master patient index a profile per patient of their enrollment status, health plan ID, benefit, etc.	I understand what benefits the patient has and how that changes over time		
US-85	D	Research Analyst	the ability to longitudinally analyze utilization, costs, providers, and health plans for each patient (it involves creations of master patient, master provider, master services indices)	I can analyze utilization, cost, practice patterns etc. Over time		
US-86		Research Analyst	access to the risk adjustment results by facility, plan, provider and a claim	I can produce correct statistics fast		
US-87		Research Analyst	access to intermediate products of any grouper (Example, for CRG it would be EDC, MDC, etc.)	I can choose the level of analysis		
US-88		Research Analyst	the ability to group diagnoses and procedures into higher level categories	I can choose the level of analysis		
US-89		Research Analyst	access to the AHQR measures assigned to any appropriate level of aggregation of the claims (by discharge, by calendar year, by facility).	I can produce quality metrics; benchmarking		
US-90		Research Analyst	information on location of service (i.e.: inpatient, ED, ambulatory surgery, office based, etc.)	I can analyze utilization and costs patterns		
US-91		Research Analyst	access to provider taxonomy, accreditation, and board certification	I can analyze what health care services a provider performs.		
US-92		Research Analyst	hospital characteristics: bed count, specialization, accreditations	I can adjust for these parameters in the analysis		
US-93		Research Analyst	access to provider affiliations (hospitals, plans, groups/practices)	I can adjust for these parameters in the analysis		
US-94		Research Analyst	data linked to all available registries (including surveillance registries)	I can adjust for these parameters in the analysis		
US-95		Research Analyst	Health plans historic data: start/end operating date by county;	I can adjust for these parameters in the analysis		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
US-96		Research Analyst	Health plans historic data: benefit package structure and capitation	I can adjust for these parameters in the analysis		
US-97		Research Analyst	to link functional status data to patients	I can adjust for these parameters in the analysis		
US-98	D	Research Analyst	information about patients' primary language	I can research differences in utilization and outcome based on this characteristic		
US-99		Research Analyst	the ability to export data in usable format (i.e.: SAS files, Excel files)	I can easily utilize the data		
US-100		Research Analyst	the ability of user to create and save their own queries	I can re-run the analysis for different time frame, population, etc.		
US-101		Research Analyst	the ability to write to my own schema that is protected	I can store data securely and program efficiently		
US-102		Research Analyst	quick and comprehensive visual analytics with capability to represent longitudinal data	I can create a visual representation of the analysis		
US-103		Research Analyst	access to calculated (on robust data) average costs per person and PMPM on all possible levels: by person, by provider, by hospital, by DRG, by region, etc.	I can answer research question, generate hypothesis		
US-104		Research Analyst	all other users' wants	I can run the analysis on any level for any unit of analysis (patient, provider, health plan, hospital, region, by service, by location etc.)		
US-105	D	Researcher	to generate longitudinal panel data with quality metrics at the recipient level	I can measure quality of care over time		
5 Information and Policy Managers from County and other NYS Agencies						
5.1 Local Health Department/LDSS						
US-106		Local Health Department/LDSS	access to overall cost of care within a district and compared to other districts	I can effectively manage population health and system costs		
US-107		Local Health	to measure prevalence of specific conditions	I can do public health outreach for		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
		Department/LDSS	and procedures within my district, including trends over time	specific conditions		
US-108		Local Health Department/LDSS	to see utilization (e.g., immunization claims, contraceptives, tobacco cessation products, etc.)	I can evaluate effectiveness of public health programs/utilization studies		
US-109		Local Health Department/LDSS	provider taxonomy, demographics within my district	to analyze disparities		
US-110		Local Health Department/LDSS	street-level geocoding of both patient and service location on claims	I can analyze my local health department for distance to care, monitor outbreaks		
US-111	D	Local Health Department/LDSS	to identify patients with specific conditions or procedures (surveillance)	I can target early intervention programs		
5.2 Other Government Agency (non-NYS)						
US-112		Other Government Agency (non-NYS)	to measure outcomes	I can evaluate programs/interventions		
US-113		Other Government Agency (non-NYS)	to consolidate reporting from multiple siloed State sources	I can see the big picture view and reduce the number of different data sets that need to be submitted - align reporting		
US-114		Other Government Agency (non-NYS)	to see counts of disease incidences by geographic area	I can measure outbreaks (CDC)		
US-115		Other Government Agency (non-NYS)	project incidence of diseases by geographic area	I can plan for outbreaks		
5.3 Other NYS Agency						
US-116		Other NYS Agency	to locate providers by taxonomy and distance from a particular location	I can perform provider network analysis.		
US-117	D	Other NYS Agency	to identify patients with conditions of concern	I can verify eligibility for services (e.g., drivers' license, handicap placards)		
US-118		Other NYS Agency	immunization and pharmacy information, pediatrician patient panel	schools can understand their student population and manage emergencies		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
6 NYSDOH Information and Policy Managers						
6.1 Actuary						
US-119		Actuary	adjudicated price information	I can enhance the rate review decisions I make		
6.2 Attorney						
US-120	D	Attorney	claim-level data with diagnosis and procedure codes	I can answer subpoenas for medical malpractice cases		
6.3 Examiner						
US-121		Examiner	to calculate overall provider/facility/issuer expenditures	I can measure the financial health of the provider/facility/issuer		
6.4 Executive						
US-122		Executive	data visualizations	I can easily interpret data		
US-123		Executive	summary-level information based on more detailed analysis conducted by others	make detailed information more understandable and double-check conclusions		
US-124		Executive	dashboards	to be able to easily monitor queries, systems, and processes to make decisions about a population		
6.5 Fiscal Analyst						
US-125		Fiscal Analyst	Risk adjustment or illness burden software tools for analytic datasets	I can conduct additional analysis		
US-126		Fiscal Analyst	to view historical and forecasted claims trends for payers, and perform statistical comparison against peer group of payers	the State can support plan-level analyses of quality, effectiveness, and pricing in rate review (E.g., one payer's cost increased 10%)		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
				but no other payer's costs increased in the same region)		
6.6 Fraud/Abuse/Audit Analyst						
US-127		Fraud/Abuse/Audit Analyst	to be able to export data to external fraud/abuse tools	I can conduct additional analysis		
US-128	D	Fraud/Abuse/Audit Analyst	outlier identification	to identify spurious use		
US-129		Fraud/Abuse/Audit Analyst	claims per day per provider	to identify spurious use		
US-130		Fraud/Abuse/Audit Analyst	the ability to link a provider across payers	to identify the providers in NYS		
US-131		Fraud/Abuse/Audit Analyst	the ability to identify patient demographics per provider	to analyze outcomes and usage patterns by patient demographic		
6.7 Policy Maker						
US-132		Policy Maker	claim-level pharmacy data compared to historical trends	I can support policy decisions		
US-133		Policy Maker	claim-level to summary detail	I can support policy decisions		
US-134		Policy Maker	projections of hospitalizations and utilization (predictive, statistical regression analysis, "what if" analysis)	I can target interventions to populations at risk		
US-135		Policy Maker	cost-benefit analysis	I can make informed decisions about policy		
US-136		Policy Maker/ Program Evaluator	cost, utilization and other metrics for program members to benchmark against the same data for all other programs	I can identify program best practices		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
6.8 Program Evaluator						
US-137		Program Evaluator	to use data to evaluate health outcomes pre/post the implementation of a targeted intervention	I can support the program evaluation process		
US-138		Program Evaluator	to generate data exports	I can prepare interim data submissions to grant funders		
US-139		Program Evaluator	to measure specific quality statistics for a given population at a point in time	I can create a business case to obtain grant funding		
US-140		Program Evaluator	to measure specific quality statistics for a given population over a time period	I can demonstrate that a grant-funded improvement project was successful		
US-141		Program Evaluator	to establish canned reports for grant funders to monitor ongoing program progress	I don't need to prepare interim reports		
US-142		Program Evaluator	to measure specific interventions conducted as part of a quality improvement program	I can verify that a program is proceeding as expected		
6.9 Quality Improvement						
US-143		Quality Improvement	Continuous measurement at plan or community level at each data load	I can track progress at the plan or community level		
US-144		Quality Improvement	to identify historical populations and track interventions	I can measure effectiveness of past programs		
US-145		Quality Improvement	to benchmark rates (provider, health plan) against peer groups (regional, community, or statewide)	I can identify the most effective providers/ practices and share best practices; identify strengths/weaknesses to drive quality improvement		
US-146		Quality Improvement	to generate quality improvement matrices based on user-specified measures	I can compare plans and identify those that are underperforming to conduct root-cause analysis		
US-147		Quality Improvement	to measure performance on SHIP initiatives (e.g., APC, region, and payer scorecards; SHIP dashboard) including benchmarks against peer groups and tracking against targets	Providers can understand their strengths, weaknesses, and trends in order to inform performance management and practice transformation, regions can get data to guide		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
				regional priority setting, and the State can monitor state progress in achieving the triple aim.		
US-148		Quality Improvement	the ability to set benchmarks/targets (absolute value or relative to past values, editable) of performance outcomes and have automatic notifications when benchmarks are exceeded at various levels of aggregation (geographic region, provider, payer, arbitrary group)	I can perform rapid response quality improvement		
US-149		Quality Improvement	to identify plans that are not meeting defined goals related to quality measures	I can conduct plan-specific interventions		
6.10 Quality Measurement						
US-150		Quality Measurement	to incorporate claims, clinical, and other data (e.g. survey) to calculate standardized measures across various (pre-defined and ad-hoc) levels of aggregation (e.g., statewide, region, payer, program, provider, etc.)	I can report these measures for various initiatives such as SHIP, Health Home, and advance primary care scorecards		
US-151		Quality Measurement	standardized and user-defined reports of generated metrics	I can monitor plan/entity performance on the metrics over time - needed for pay for performance		
US-152		Quality Measurement	to group episodes of care across diverse payer data sets	I can link data across disparate data sets to understand complete utilization and analyze by episode of care		
US-153		Quality Measurement	to link data for a specific recipient across payer data sets	I can see the complete picture of a recipient's utilization		
US-154		Quality Measurement	Statistical tools	I can extrapolate future trends		
US-155		Quality Measurement	to compare metrics for a given population against comparable populations (i.e., specific managed long term care organization against other MLTCs)	metrics are easily accessible and available to providers, consumers, and policy makers		
US-156		Quality Measurement	automatic calculation of standardized metrics over claims at various levels (e.g., statewide,	I can calculate metrics for benchmarking, target setting, pay for		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
			region, payer, product line, carrier, practice, provider, individual)	performance, and evaluation, and measure progress toward the Triple Aim at multiple levels of the healthcare system		
US-157		Quality Measurement	the ability to calculate standardized metrics on-demand over claims at various levels (e.g., statewide, region, payer, product line, carrier, provider, individual) for a user-specified time period	calculation of metrics is less time-intensive and more reliable		
US-158		Quality Measurement	the ability to export generated metrics data	I can move the data to other systems for additional analysis		
US-159	D	Quality Measurement	to generate lists of individuals based on specific qualities (conditions, program, demographic, geography, etc.), for specified time frames	I can select a cohort for research purposes		
US-160		Quality Measurement	standardized condition classifiers that can be shared among users - based on industry standards, customized by DOH, updated as industry standards evolve	measurements by condition are comparable between users/analyses		
US-161		Quality Measurement	to track versions of national standard metrics (e.g. HEDIS) and the ability to apply any chosen version of the metrics as needed	Reports can be run automatically or on-demand to generate standardized metrics and allow for updates while storing the previous version in the databases, including the ability to calculate metrics for non-measure years.		
US-162		Quality Measurement	the ability to enter targets at multiple levels (e.g., regional, payer, practice, provider) and in various ways (e.g., absolute, relative)	I can track improvement over time		
US-163		Quality Measurement	scorecards that can be customized and filtered for more granular data	providers can drill-down to perform root cause analyses		
US-164		Quality Measurement	to measure performance on Advanced Primary	I can track APC eligibility status and		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
			Care (APC) eligibility metrics (e.g., APC practice, region, and payer scorecards; SHIP dashboard) including benchmarks against peer groups and tracking against targets	practice performance on measures that determine eligibility		
US-165	D	Quality Measurement	to apply standardized risk adjustment methodologies at the individual recipient level	Risk adjustment of quality measures are based on standard methodologies		
US-166		Quality Measurement	build a common scorecard to measure progress in defined areas at various levels (APC, region, and payer scorecards; SHIP dashboard)	so that progress on value-based payment models can be tracked (% of patients in value based models, impact on cost)		
US-167		Quality Measurement	Scorecards at various levels of aggregation (statewide, regional, practice, provider), filtered by other attributes (demographics, defined cohort, etc.), for performance over a fixed period of time	I can evaluate performance against measures		
7 Providers of Healthcare Services (MDs, etc)						
US-168		Healthcare Provider	to see the severity of illness of my population benchmarked against other similar providers	I can assess the profile of my population relative to others		
US-169		Healthcare Provider (Facility / Group)	to see service utilization measures for our members	I can manage my members more effectively		
US-170	D	Healthcare Provider (Facility)	to view adverse events reported through NYPORTS linked to other data for the patient/episode of care	I can monitor adverse events that happen to patients and learn from root cause analyses posted		
US-171		Healthcare Provider (Facility/ Group /Individual)	to see the different drugs dispensed for my members	I can manage my members more effectively		
US-172		Healthcare Provider (Facility/ Group)	to see age and gender statistics between our members and other providers	I can compare who we are similar to		
US-173		Healthcare Provider (Facility/ Group/ Individual)	to see average cost per member by healthcare provider	I can determine if my members cost more		

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ID		As a...	I want...	So that...	Bidder Compliance (If entering "C" must add an Approach Code)	Approach Code
US-174		Healthcare Provider (Group)	to see the case mix of my providers	I can assess the profile of my population relative to others		
US-175		Healthcare Provider (Group)	to execute IQIs, Patient Safety Indicators, Academy of Health Research and Quality (AHRQ) measures to data in real-time on a claim-by-claim basis or aggregated	These quality indicators can be done on an ad hoc basis.		
US-176		Healthcare Provider (Individual)	to see service utilization measures across payers for my members	I can manage my members more effectively		
US-177		Healthcare Provider (Individual)	to see what instances provider billing rules were not met	I can understand what services the plan is paying for or not		
US-178		Healthcare Provider (Individual)	to see hospitalization rates for my members	I can identify possible quality of care issues		
US-179		Healthcare Provider (Individual)	to see total costs of care for my members	I can manage my members more effectively		
US-180		Healthcare Provider (Individual)	to see age and gender statistics between my members and other providers	I can compare who I am similar to		
US-181		Healthcare Provider (Individual)	to view dashboards for quality measures (based on claims) for my patient population, benchmarked against the broader population	I can monitor my patient population		
US-182		Healthcare Provider	to measure numerator non-compliance for quality measures	I can identify recipients who are not meeting quality goals and continuously improve my performance during the evaluation period		

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ATTACHMENT 3 – HOSTING SOLUTION REQUIREMENTS

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ID	Hosting Solution Requirements		
Hosting-1	1 Hardware and Software		
Hosting-2	The Contractor shall provide the hardware, software, communications and other infrastructure necessary to meet the requirements of the contract at no additional cost to the State, including any licenses that must be maintained.		
Hosting-3	2 Hosting Environment		
Hosting-4	The Contractor shall maintain a secure hosting environment to provide required services under this Contract, provided by either the Contractor, its subcontractor, or by the SDC, depending on the proposed solution.		
Hosting-5	The Contractor shall provide a secure, Tier 4 Tier 3 data center to house equipment with 24/7 system monitoring, managed firewall services and managed backup services, provided by either the Contractor, its subcontractor, or by the SDC, depending on the proposed solution.		
Hosting-6	The data center shall meet the specifications of a Tier 4 Tier 3 data center as per the Uptime Institute guidelines.		
Hosting-7	The Contractor shall, provided by either the Contractor, its subcontractor, or by the SDC, depending on the proposed solution, have an alternate secure hosting site available in the event that it is not possible to restore operations in the primary site within the Recovery Time Objective of 48 72 hours.		
Hosting-8	2.1 Network		
Hosting-9	The data center shall have a redundant, fault-tolerant network and connections to the Internet and to the NYSDOH data center(s) for connection to DPEs.		
Hosting-10	The Contractor shall benchmark speed and performance of data upload based on expected file sizes as provided by NYSDOH.		

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ID	Hosting Solution Requirements		
Hosting-11	The Contractor shall maintain sufficient network bandwidth to support concurrent multiple users, maintaining acceptable performance against benchmarks as defined in the Service Level Agreement.		
Hosting-12	The Contractor shall not be responsible for issues on State networks or the public Internet.		
Hosting-13	2.2 Environmental Systems		
Hosting-14	The data center shall have fault tolerant, redundant environmental systems, including power, temperature and humidity control, and fire suppression as specified for Uptime Institute Tier-4 Tier 3 data center classification.		
Hosting-15	2.3 Physical Security		
Hosting-16	The data center shall be physically secured as specified for Uptime Institute Tier-4 Tier 3 data center classification.		
Hosting-17	Access to the data center shall be restricted to authorized personnel using multi-layered controls and procedures.		
Hosting-18	Policies for granting access shall be in place and followed.		
Hosting-19	Access shall only be granted to those with a need to perform tasks in the data center.		
Hosting-20	2.4 Network, Server and Application Security		
Hosting-21	The data center network shall include robust firewall, intrusion prevention and intrusion detection systems to prevent and detect unauthorized access.		
Hosting-22	3 System Management and Monitoring		
Hosting-23	The Contractor shall monitor all servers and applications.		
Hosting-24	The Contractor shall use appropriate automated and manual tools, and processes to monitor performance, as well as prevent and detect unauthorized access.		

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ID	Hosting Solution Requirements		
Hosting-25	All servers and devices shall have currently-supported and hardened operating systems, employing up to date anti-viral, anti-hacker, anti-spam, anti-spyware and anti-malware utilities.		
Hosting-26	4 Maintenance - The Contractor shall perform all required system Maintenance of hardware and software components in compliance with Attachment 6 – Maintenance and Support Requirements.		
Hosting-27	5 Business Continuity and Disaster Recovery		
Hosting-28	Systems shall be configured with level of redundancy so that typical component failures do not disrupt service as specified for Uptime Institute Tier 4 Tier 3 data center classification.		
Hosting-29	The Contractor shall define, implement and exercise adequate business continuity and disaster recovery procedures. These procedures will be reviewed and approved by NYSDOH prior to implementation.		
Hosting-30	The Contractor shall create and provide to NYSDOH documented disaster recovery plans that address the recovery of hardware, software and data.		
Hosting-31	The disaster recovery plan shall be designed to meet the NYSDOH Recovery Time Objective and Recovery Point Objective and approved by NYSDOH.		
Hosting-32	The Contractor shall adhere to a defined and documented back-up schedule and procedure, including regular full and incremental back-up.		
Hosting-33	The Contractor shall manage back-up, off-site data storage and restore operations.		
Hosting-34	Tapes or other back-up media shall be securely transferred from the primary site to another secure location to avoid complete data loss with the loss of a facility.		
Hosting-35	Data on media being transferred shall be encrypted with an algorithm and Key which meets NYS standards and is approved by NYSDOH.		

ATTACHMENT 4 - HOSTING SOLUTION AGREEMENT

1. **Definitions.** The following definitions shall apply to this Exhibit. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the APD Contract (the “Contract”):
 - a. “**Confidential Information**” means as defined in the Agreement.
 - b. “**Defect**” refers to an error, flaw, mistake, failure, fault or “undocumented feature” in the APD that causes a deviation, which in NYSDOH’s reasonable opinion is detrimental, from its intended behavior or performance as specified in its written specification.
 - c. “**Disaster**” means any unplanned interruption of Hosting Services, reasonably and in good faith projected by the Contractor to last longer than 24 hours.
 - d. “**Documentation**” means as defined in the Contract.
 - e. “**Emergency Unavailability**” means those times when material components of the Hosting Services are not available due to a third-party communication failure, a third-party software interoperability issue that was neither caused by nor could not have been reasonably mitigated by the Contractor utilizing commercially reasonable efforts, or a hardware failure that is the result of an error or defect on the part of the hardware manufacturer and that requires repair by a person with specialized knowledge before the equipment can be put back into operation.
 - f. “**Hosting Site**” means as defined in the Contract.
 - g. “**Hosting Services**” means the services to be provided by the Contractor pursuant to this Exhibit and the Agreement.
 - h. “**APD**” means as defined in the Contract.
 - i. “**Annual Hosting Cost**” means as defined in the Contract.
 - j. “**Monthly Hosting Cost**” means the Annual Hosting Cost divided by 12.
 - k. “**Users**” means as defined in the Contract.
2. **Hosting Site.**

The proposed production system must be securely hosted and accessed in a data center that meets Uptime Institute ~~Tier 4~~ Tier 3 standards (www.uptimeinstitute.com). Provision of the data center may be at the Contractor’s site(s) or can be subcontracted. The Contractor must use generally accepted industry standards to implement and operate the systems environment and must meet the requirements and performance standards for the ~~Tier 4~~ Tier 3. This must include the use of auditable procedures for system operations, change control, capacity planning, performance management, problem management, backup (including off-site storage) and fail-safe and disaster recovery. The systems environment must be scalable to accommodate future systems expansion and must reside in the continental United States of America. If the systems environment is shared, the contractor must follow auditable procedures that ensure the security and confidentiality of NYSDOH programs and data. No local (i.e., outside of the hosting site) replication of data will be allowed.
3. **Hosting Services.** Hosting Services shall consist of the following:
 - a. Provision and housing of APD computer hardware (i.e., ~~vendor owns hardware,~~ **HARDWARE NOT OWNED BY NYSDOH or ITS**) within a designated physical facility, including

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provisioned computer rack space, conditioned electrical power and multiple access paths to the Internet.

- b. Provision of secure access to the APD by Users via the Internet, using a Web browser and web services.
- c. Installation, configuration, system administration and maintenance services for the facilities, equipment and software required to operate and ensure access to the APD in a manner consistent with the SLA defined later in the Schedule. The Contractor, or its approved subcontractor, shall also perform standard database administration functions to maintain efficient and secure operation of the hosted databases.
- d. Provision and support of a minimum of two system instances – production and a testable non-production instance.

The Contractor may use limited third parties to provide physical infrastructure for its data centers, Internet connectivity, energy utilities, security services, fire prevention services, environmental services such as HVAC and for maintenance and support on hardware, all of which may be part of Hosting Services. Where the Contractor is intending to make a change to the Hosting Services that will have a direct and material impact on NYSDOH, or where the change would allow a third party direct access to NYSDOH's Confidential Information or NYSDOH Data, the Contractor will acquire prior written consent from NYSDOH, which will not be unreasonably withheld or delayed. The Contractor may be required to demonstrate that the third party is duly authorized, licensed and/or capable of performing the task or service requested. In either case, the Contractor shall remain solely responsible for providing the Hosting Services described herein, according to the Service Levels described in this Schedule.

4. **Service Levels.** The Contractor, or its approved subcontractor, shall provide the Hosting Services to enable NYSDOH to use the APD as described in the applicable documents. The Service Levels that the Contractor, or its approved subcontractor, shall meet are set forth below, together with liquidated damages for failure to meet them. A failure caused by a hosting entity chosen by the Contractor, including an approved subcontractor or the SDC, shall be treated as a failure caused by Contractor. NYSDOH acknowledges that the actual damages likely to result from breach of these service levels are difficult to estimate on the date of this RFP and may be difficult for NYSDOH to prove. The parties intend that the Contractor's payment of the liquidated damages amount would serve to compensate NYSDOH for breach by the Contractor of its obligations, and is not intended to serve as punishment for any such breach by the Contractor.

- a. The following terms shall be used in defining and measuring compliance with Service Levels:
 - i) **“Availability”** means the total time in a calendar month when the APD is accessible via an Internet connection and performing its intended functions as specified in the Agreement, including the Statement of Work. The hosted environment shall be unavailable during certain scheduled downtime for the purpose of conducting maintenance and upgrades to the APD. The hosted environment shall be deemed available, even if it is not accessible by NYSDOH, if the inaccessibility is due to NYSDOH's network infrastructure, its connection to the Internet, an Internet failure outside the control of Contractor or its approved subcontractor, or when a User's computer or network infrastructure impairs or prevents access.
 - ii) **“Uptime”** means the percentage of total time in a calendar month during which the hosted environment is either available or in scheduled downtime. Uptime is calculated

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as the sum of available time, plus Scheduled Downtime, divided by total time, expressed as a percentage.

- iii) **“Unscheduled Downtime”** is unplanned downtime due to system or environmental factors (e.g., power). Unscheduled Downtime is 100%, minus Uptime, both expressed as percentages.
 - iv) **“Scheduled Downtime”** is defined as time planned and agreed upon in advance for reasons including scheduled maintenance, system updates and patches, and system upgrades, with notification.
 - v) **“Response Time”** means the amount of time elapsed between the point at which an http/https request reaches the Hosting Site and the beginning of the transmission of a response back to the originating station. The Contractor, or its approved subcontractor, shall continually monitor the performance of the hosted environment and will use commercially reasonable efforts to anticipate how the hosted environment appears to the User community, including Internet latency, and shall take all reasonable and prudent steps to maintain the agreed-upon Response Times. Response Time is a metric exclusive to the Contractor’s Hosting Site.
- b. The Contractor guarantees that the APD shall have an Uptime of 99.9% each calendar month. If the Contractor fails to meet this guarantee, the Contractor shall provide liquidated damages in the form of a credit to NYSDOH at the applicable credit percentage set forth in the Table below, limited to a maximum of a 25% credit across all events. Credits are calculated each month by multiplying the Monthly Hosting Cost for the applicable contract year by the credit percentage that corresponds to the calculated system availability.

SYSTEM UPTIME	CREDIT PERCENTAGE	APPROXIMATE MONTHLY UNSCHEDULED DOWNTIME (MINUTES)
≥ 99.9 %	0%	<45 minutes
	8%	45 – 120 minutes
	12%	121 – 240 minutes
	15%	≥ 241 minutes

5. **Response time** The Contractor guarantees that the APD Response Time shall be within a median average of five seconds. Response Percentage is calculated as the number of requests serviced within the stipulated Response Time, divided by the total number of requests. If the Contractor fails to meet this guarantee, the Contractor shall provide liquidated damages in the form of a credit to NYSDOH at the applicable credit percentage set forth in the Table below. Credits are calculated by multiplying the hosting portion of the Licensing Fee for the APD for the applicable contract year by the credit percentage that corresponds to the calculated system availability. If the system is not responding due to a lack of availability, only the credits related to system availability apply.

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RESPONSE PERCENTAGE	CREDIT PERCENTAGE
≥ 99.00 %	0%
95.00 – 99.00 %	10%
< 95.00 %	20%

6. Outage Management

- a. From the release of the Analytics against the OHIP Data Mart and thereafter, the Contractor shall provide, at NYSDOH’s reasonable request (i.e., once a month), a Service Level Report (in a form to be agreed upon between Contractor and NYSDOH), that measures the following:
 - i) Response Time statistics (e.g., average, mean, high, low) as measured from the server when responding to an http/https request for various APD transactions.
 - ii) Scheduled maintenance, including the date and time performed, a detailed explanation of the maintenance performed and the duration of each occurrence of maintenance.
 - iii) All measures of sustained system utilization, including measures of Downtime, scheduled maintenance, system availability, network capacity and bandwidth utilization.
 - iv) In addition, the Contractor shall calculate the Service Downtime (both Scheduled and Unscheduled) each calendar month and shall include the date, time and duration of each occurrence of Downtime and provide same in the Service Level Report.

- b. From the release of the Analytics against the OHIP Data Mart and thereafter, the Contractor shall provide a detailed report of each Downtime occurrence within 24 hours of the Problem Resolution, depending on the severity level as described in **Attachment 6 - Maintenance and Support Services**. Such report shall include a detailed description of the elements related to the outage and the details known at that time by the Contractor, including: root cause; duration; future risk; and methods employed to correct the problems. Where the Contractor does not have all the details at the time of issuing a report pursuant to this subsection, the Contractor will work with NYSDOH to provide updates on those elements that are incomplete and will use commercially reasonable efforts to provide the same in a manner commensurate with the nature of the Downtime. For clarity, if a Downtime occurs that has a significant impact on NYSDOH, the Contractor will be required to invest significant time and energy to provide NYSDOH with reasonable satisfaction that the Contractor understands the cause and effect and has developed strategies to mitigate a repetition of the Downtime in the future.

7. Security

- a. The Contractor shall comply with applicable NYSDOH security policies for the hosted technical environments that support the APD as specified in the RFP. Any changes to the NYSDOH security policies will be provided to the Contractor in advance and those changes may have a detrimental effect on any performance obligations of the Contractor. If it is anticipated by either Party that a security policy may have a detrimental effect on a performance obligation, or a detrimental effect is reasonably realized after the fact, the Parties agree to resolve the issue in good faith.

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- b. Access to the hosted environment shall be limited to certain employees of the Contractor and its subcontractors who have the job responsibilities required for such access. In all cases, specific User IDs and passwords shall be required and shall be managed such that each User ID and password combination can be traced to an individual by NYSDOH, in the case of Users, or by Contractor security staff in the case of technical and support staff of the Contractor or its subcontractors. NYSDOH shall be responsible for provisioning and maintaining User account information. The Contractor shall be responsible for provisioning and maintaining contractor system-administration account information.
 - c. Subject to reasonable notice and protocol procedures by the Contractor, physical access, both announced and unannounced, to the hosted environment shall be provided to designated NYSDOH resources.
 - d. Starting with the initial login page, all data transmitted between a User's browser and the application environment shall be encrypted using Secure Sockets Layer (SSL/https) 128-bit or higher encryption.
 - e. The communication of NYSDOH Confidential Information, in either direction between Users and the Hosting Site, shall be through a secure environment.
 - f. The Contractor, or its approved subcontractor, shall provide a multi-tiered security architecture of physical, network, Web, system, application and data security to protect the APD from intrusion and unauthorized access.
 - g. Any suspected or confirmed security breach that affects NYSDOH data shall be reported to NYSDOH within 30 minutes of such activity. The Contractor shall coordinate responses to such security breaches with NYSDOH unless a different protocol is mutually agreed to.
8. **Backup and Recovery**. The Contractor shall execute nightly backup processes for NYSDOH Data.
- a. The Contractor shall perform a backup of all transaction logs every two (2) hours.
 - b. Transaction logs shall be retained for two (2) weeks.
 - c. Incremental system backups of all data, applications, configurations and operating systems shall be created daily. Full backups will be conducted weekly.
 - d. Copies of backups shall be transported weekly to a secure facility, physically separate from the facility being backed up.
9. **Disaster Recovery**
- a. **Disaster Definition:** A Disaster is an unplanned event that causes a complete loss of access to, and use of, NYSDOH's Production Environment(s) at the Vendor's primary data center for a period greater than 24 hours, as declared by the Vendor. An outage that impacts a specific subset of NYSDOH's users, but does not impact all NYSDOH users, is not considered a disaster. Some examples of what could cause a disaster are:
 - i) Natural disasters, such as fire, flood or earthquake
 - ii) Complete power outage
 - iii) Complete network outage
 - iv) Terrorist act affecting Vendor's data center

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- b. Options for restoration of the production environment within a data center with equal or greater facilities, on equipment with equal or greater capacity, should include:

Disaster Recovery Service Option	Recovery Time Objective	Recovery Point Objective
1 Day Option	72 Hours	24 Hours

- c. The Vendor's hot-standby site shall be at least 50 miles away from the Vendor's primary site and may consist of a site of the Vendor's subcontractor, or of the SDC.
- d. Restoration shall include all operating software and NYSDOH data.
- e. The transition of Hosting Services back to Vendor primary facilities once those facilities are reconstructed and re-validated.
- f. The Vendor shall provide to NYSDOH a full and complete copy of its disaster recovery plan(s). At the outset of a disaster occurrence, and periodically for the duration, the Vendor shall provide regular reports and notices to NYSDOH regarding the status of the Vendor's response to, and recovery from, such disaster. The Vendor shall provide disaster recovery Services as described herein at all times, irrespective of whether a Force Majeure Event has occurred, unless the Force Majeure Event prevents the performance of the disaster recovery Services. The Vendor shall provide disaster recovery Services if NYSDOH notifies the Vendor that a disaster has occurred or if the Vendor itself identifies that a disaster has occurred.
- g. The Vendor shall test and update the disaster recovery plan (including plans for data backup, storage management and contingency operations), reserving capacity at alternate site facilities and annually testing network connectivity between such alternate site and the applicable end-user sites. NYSDOH shall have the right to participate fully in any disaster recovery testing conducted by the Vendor, including being physically present at the facilities of the Vendor and/or any Third Parties involved in such testing.
- h. If the Vendor fails to comply with the disaster recovery times set forth above, without limiting any other rights or remedies that may then be available to NYSDOH, NYSDOH shall be entitled to liquidated damages in the form of credits equal to \$5,000 per hour in excess of the respective Recovery Time Objective.

10. **NYSDOH Responsibilities**

- a. NYSDOH shall (i) notify the Contractor of suspected Defects in the APD; (ii) reproduce, to the extent reasonably possible, any suspected Defects; (iii) provide, at the Contractor's request, additional data in machine-readable or interpreted form as reasonably deemed necessary or desirable by the Contractor to reproduce the environment in which the Defect occurred; (iv) install, at the Contractor's request, equipment defect correction and maintenance releases provided by the Contractor; and (v) allow the use of online diagnostics provided by the Contractor on the APD if requested by the Contractor during problem diagnosis.

11. **Fees and Charges**

- a. Hosting Fees During the Contract Term

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The Contractor will invoice NYSDOH for the Hosting Services on a monthly basis, with each invoice being issued during the first week of each month for the Hosting Fees to be incurred during that month. All fees are to be provided in **Attachment 8 – Price Proposal Worksheet**.

b. Additional Resource Charges

In addition to the Hosting Fees, NYSDOH is entitled to order, pursuant to a Change Order, additional resources needed to enhance or supplement the Hosting Services. Notwithstanding anything that may be contained herein to the contrary, Additional Resource Charges shall not apply to the extent the Contractor is required to provide the applicable product or service under other sections of this Exhibit, or the Contract, or in order to meet the NYSDOH APD Requirements.

Additional Resource Charges that do not recur continuously on a monthly basis and become part of the Hosting Fees will be separately invoiced by the Contractor. The Additional Resource Charges are to include related labor costs, except as otherwise specifically noted.

i) ~~Additional Environments & Rebuilt Environments~~

~~NYSDOH is entitled to order, and the Contractor shall provide, additional environments and rebuilt environments at the ARC rate provided in the Price Proposal set forth in the Table below. Additional and rebuilt environments will be provided by the Contractor as soon as possible, not to exceed one (1) week from NYSDOH's request. Each additional database instance will include appropriate levels of storage. Refreshes are not included in this ARC and are subject to additional charges as described below. Additional environments, including all software in such instances, shall include all applicable license fees.~~

~~NYSDOH is entitled to elect, upon at least three (3) business days' advance written notice, to decrease the number of additional environments it had previously acquired under this Section. In the event of such decrease, the Hosting Fees will be reduced by the amount of the then current ARC for the decreased number of such additional environments.~~

ii) ~~Database Actions~~

~~In addition to the database actions, the Contractor may be required to implement in support of the Hosting Services as described in this Exhibit, NYSDOH may request additional database actions (including actions to write to the database for the purpose of correcting erroneous data or otherwise) as it reasonably determines are required. Such NYSDOH requested database actions are defined as NYSDOH requests for the Contractor to execute specific database commands on NYSDOH's behalf. If NYSDOH wants to affect an ad hoc change to the production database, then NYSDOH shall notify the Contractor of the issue and determine the action(s) on the database, and upon approval by both parties and subject to the payment of the ARC rate, if applicable, the action will be taken on the database. Any action taken on the database will be subject to the change management procedures. If the Contractor determines that the request may or will adversely impact the performance or stability of the Software, the Contractor shall advise NYSDOH, and the parties shall meet to resolve the issue.~~

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~~If the need for the database action was caused by the Contractor, the ARC rate shall not apply. Database actions will be provided by the Contractor as soon as possible, not to exceed one (1) business day from NYSDOH's request.~~

iii) ~~Establishing and Managing a Point-to-Point Connection to NYSDOH~~

~~The ARC rates will be provided for the Contractor to establish and manage a Point-to-Point connection to NYSDOH.~~

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ATTACHMENT 5 – SECURITY AND PRIVACY REQUIREMENTS

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ID	Requirement
Security-1	1 Privacy and Security
Security-2	The Contractor shall manage and monitor privacy and security in conformance with established state standards through the creation and definition of privacy and security policies, procedures and controls.
Security-3	The Contractor shall be responsible for privacy and security management, monitoring and testing through the term of this Contract.
Security-4	The Contractor shall ensure consistent de-identification and encryption of protected health information and personally identifiable information (PHI/PII) by using a NYSDOH approved de-identification software or appliance. Data feed(s) to the APD Data Warehouse are de-identified as part of the ETL process. The APD Data Warehouse contains the original PHI/PII and the de-identified field(s).
Security-5	1.1 Privacy and Security Objectives
Security-6	The Contractor shall implement policies, procedures and controls to meet key privacy and security objectives including but not limited to the following.
Security-7	The Contractor shall prevent and detect unauthorized physical access and use in accordance with the hosting and infrastructure requirements specified in Attachment 3 – Hosting Solution Requirements.
Security-8	Technical and administrative safeguards shall be in place to prevent and detect unauthorized or inappropriate access to electronic information.
Security-9	The Contractor shall protect against loss of use or destruction of key data and critical systems.
Security-10	Key electronic data shall be backed-up and maintained off-site in accordance with the hosting and infrastructure requirements specified in Attachment 3 – Hosting Solution Requirements.
Security-11	Recovery procedures for mission-critical data, in the event of a business interruption or disaster, shall be implemented and maintained in accordance with the hosting and infrastructure requirements specified in Attachment 3 – Hosting Solution Requirements.
Security-12	The Contractor shall monitor, report to NYSDOH immediately and resolve data security issues.
Security-13	Following resolution of a data security issue, the Contractor shall inform NYSDOH of the root cause and method(s) of resolution of the security issue.
Security-14	Safeguards, controls, procedures and logs shall be reviewed with sufficient frequency to comply with Attachment 3 – Hosting Solution Requirements and Attachment 4 – Hosting Solution Agreement. Security concerns and issues shall be promptly reported to appropriate management for resolution.

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ID	Requirement
Security-15	The Contractor shall review and test technical, administrative and physical security controls to ensure confidentiality, integrity and availability in accordance with the requirements specified in Attachment 3 – Hosting Solution Requirements and Attachment 4 – Hosting Solution Agreement.
Security-16	1.2 Secure Website
Security-17	The Contractor shall host a secure project Website for use by the Contractor, Users and NYSDOH in addition to the APD application(s).
Security-18	The Website shall contain all relevant informational materials regarding APD requirements, submission and validation, and quality of data, transformation of data, data dictionary and other information as required by NYSDOH.
Security-19	The Website landing page shall clearly indicate that the APD is a NYS program and shall display NYSDOH approved logos, title, text and banner regarding unauthorized use.
Security-20	The Website content shall only be accessible to users as authorized by NYSDOH.
Security-21	The Contractor shall provide user accounts and manage access in accordance with the requirements of the contract.
Security-22	User authentication shall be through the use of NY.Gov ID credentials and services.
Security-23	In no event may data be downloaded, uploaded, stored, submitted or received by or through personally owned data devices. This secure Website may be co-located with the website used for carrier submissions.
Security-24	The Website shall be updated as warranted by changes or developments in the APD program and upon request by NYSDOH.
Security-25	The secure Website and the NYS APD application(s) shall be available 24 hours a day, seven (7) days a week except for scheduled maintenance.
Security-26	The Contractor shall assure that the Website meets the uptime requirement of 99.9%, exclusive of the regularly scheduled maintenance window.
Security-27	If the Contractor is unable to meet the 99.9% uptime requirement, the Contractor shall credit the State based upon the formula specified in the Service Level Agreement.
Security-28	1.3 System Vulnerability Testing
Security-29	The Contractor shall review and conduct system vulnerability tests of the infrastructure to ensure they protect program systems and data.
Security-30	System vulnerability tests shall focus on the technical, administrative and physical security controls that have been implemented in order to provide confidentiality, integrity and availability.

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ID	Requirement
Security-31	The Contractor shall ensure applications have been thoroughly tested and hardened to prevent critical application security flaws by conducting periodic application vulnerability testing.
Security-32	Prior to production implementation, the Contractor shall arrange for the performance of security and vulnerability testing of each new application by a third party qualified to perform such tests, including penetration tests.
Security-33	The Contractor shall submit, for review and approval by the State, the proposed scope of testing as well as the name and qualifications of the party performing the tests. The Contractor is responsible for the costs of this testing. The State may elect to perform independent testing.
Security-34	Testing shall confirm that systems and applications are free of defects such as buffer overflow, cross-site scripting, SQL injection and limited to authorized access.
Security-35	Testing shall also confirm that intrusion prevention and detection measures, including but not limited to network or application firewalls, are properly implemented and configured, and perform as expected, detecting and prohibiting unauthorized access.
Security-36	The Contractor shall address and resolve any significant, identified vulnerability and must arrange for repeat testing to confirm resolution.
Security-37	The Contractor shall resolve an identified vulnerability in accordance with the NYSDOH security guidelines.
Security-38	1.4 System Maintenance
Security-39	The Contractor shall use system maintenance methods to prevent unauthorized system changes.
Security-40	The Contractors shall ensure that authorized system maintenance activities do not unintentionally disrupt service or degrade established security mechanisms and are conducted in accordance with the specifications in Attachment 3 – Hosting Solution Requirements.
Security-41	The Contractor shall create and maintain change management documentation and procedures.
Security-42	The Contractor shall perform code review and test all system changes prior to release into the production environment. The use of a QA environment for such testing is expected.
Security-43	The Contractor shall establish secure coding patterns and perform code review to ensure compliance with patterns and best practices.
Security-44	All software and firmware shall be free of malicious code.
Security-45	The application shall not store authentication credentials or sensitive data in its source code.
Security-46	1.5 Annual Security Risk Assessment

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ID	Requirement
Security-47	The Contractor shall conduct an annual security risk assessment, performed by an independent third-party security Contractor, to verify that the Contractor's environment(s) containing the program data is secure and systems meet HIPAA requirements, and FedRAMP if applicable.
Security-48	Broader Contractor-wide assessments that include review of processes and systems supporting the NYS APD program are acceptable.
Security-49	The Contractor shall provide a certified copy of the Security Risk Assessment to NYSDOH within 30 days of completion. Issues identified in the Risk Assessment should be addressed with a plan for resolution and resolved within 90 days of the Risk Assessment.
Security-50	1.6 Access Management
Security-51	The Contractor shall maintain user accounts for authorized User and NYSDOH staff.
Security-52	The Contractor shall implement authentication, authorization and access control mechanisms to manage access to the secure Website as well as to the APD program(s) and data.
Security-53	User authentication shall be through the use of NY.Gov ID credentials and services.
Security-54	The Contractor shall employ least-privilege, role-based access to ensure that users have access to only the functions and data required and authorized.
Security-55	The Contractor shall limit the number of staff that can grant or modify access to that required to meet the business objective.
Security-56	All systems and applications shall verify the identity of all users before allowing access except as expressly intended for anonymous Public users.
Security-57	1.6.1 User Accounts and Passwords
Security-58	User authentication will be managed through the use of NY.Gov ID credentials and services.
Security-59	1.6.2 Session Termination
Security-60	The secure Website and APD application(s) shall enforce session timeouts during periods of user inactivity, not to exceed timing guidance as defined by system security best practices such as, but not limited, to NIST, ARRA/HITECH and HIPAA.
Security-61	The secure Website and APD application(s) shall allow a user to explicitly and completely terminate a session.

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ID	Requirement
Security-62	1.6.3 Periodic Review
Security-63	The Contractor shall review and confirm, at least quarterly, that all active users are still authorized and associated with Carriers, Providers or other NYSDOH authorized organization(s).
Security-64	Access to APD application(s) for terminated, unauthorized or inactive users shall be disabled within five (5) business days.
Security-65	1.7 Logging
Security-66	The Contractor shall ensure that all data transmission, access and processing activities are logged in accordance with the NYS Logging and Auditing Standard as issued by the NYS CIO.
Security-67	The Contractor shall store all server, web service and database access logs for 10 years following the contract period termination. The Contractor shall store all server, web service and database access logs for the entire period of the contract, and shall provide such logs to NYSDOH after termination of the contract, in compliance with Project Management requirements PM-43 through PM-49 in the RFP.
Security-68	Log data shall be transmitted to NYS ITS routinely, preferably in real-time by a method determined with NYSDOH and NYS ITS, to ensure that full audit trails are available and can be followed if necessary.
Security-69	The Contractor shall capture all relevant data elements in logs, including but not limited to: <ul style="list-style-type: none"> • Access date and time • Username attempting access • Success or failure of access • Source of access • Target of access
Security-70	1.8 Monitoring
Security-71	The Contractor shall generate, provide to NYSDOH and review routine reports regarding system access at least monthly.
Security-72	The Contractor shall review the log information collected on a regular basis, as defined by systems security best practices and regulations (NIST, ARRA/HITECH and HIPAA) to identify unauthorized or inappropriate access to any device or service within the network, suspicious network scans or other anomalies.

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ID	Requirement
Security-73	The Contractor shall audit all attempted accesses that fail or succeed identification, authentication and authorization requirements.
Security-74	In addition to the data captured in these reports, the Contractor's system shall retain additional detailed information suitable for forensics and provided to NYSDOH upon request.
Security-75	1.9 Unauthorized Release, Access, Use or Disclosure of Data
Security-76	The Contractor is strictly prohibited from releasing or using data or information for any purposes other than those purposes specifically authorized by NYSDOH.
Security-77	The Contractor shall encrypt data at rest, on file storage, database storage, or on back-up media, and in transit.
Security-78	The solution shall provide the ability to encrypt data in motion and at rest in compliance with the HITECH Act.
Security-79	The solution shall provide the ability to encrypt data during transmission employing FIPS 140-2 compliant cryptographic controls in accordance with NIST Special Publication 800-52.
Security-80	The solution shall provide the ability to encrypt data at rest in accordance with NIST Special Publication 800-111.
Security-81	The solution shall secure automated transfer of data from NYSDOH Data Producing Entities (DPEs) to the APD whether via the Public Internet or private communications path.
Security-82	The solution shall provide standards and role based security implemented throughout the architecture to restrict access to the data at the system, database, application and web interface. For example, the general public would have limited ability to filter data whereas a government agency may have the ability to load different datasets and perform more advanced queries of the data. Note that security will need to be applied at the data element level to protect sensitive information such as social security or medical record numbers.
Security-83	The solution shall provide HIPAA complaint audit trails for user access to Personally Identifiable Information.
Security-84	The implemented solution and all related vendor operations shall be fully HIPAA compliant.
Security-85	Aggregated and consolidated data shall not be accessible through the secure Website or APD application(s) unless specifically intended and approved by NYSDOH.
Security-86	The Contractor shall provide written notification of any breach in security to the State immediately upon becoming aware of the occurrence.
Security-87	The Contractor shall fully cooperate with the State in investigation of any breach, security incident or vulnerability.
Security-88	The Contractor shall be solely liable for costs associated with any breach of State data housed at their location(s), including but not limited to notification and any costs incurred or damages assessed.
Security-89	Failure to comply with provisions regarding release, access, use or disclosure of data could be a violation of NYS or Federal laws and rules and may lead to damages and breach of the Contract.

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ATTACHMENT 6 - MAINTENANCE AND SUPPORT REQUIREMENTS

1. **Definitions.** The definitions below shall apply to this Schedule. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the APD License and Services Agreement (the “Agreement”).
 - a. “**Best Practices**” refers to the ITIL-v3 Service Level Management Guide.
 - b. “**Defect**” means an error, flaw, mistake, failure, fault or “undocumented feature” in the APD that causes a deviation, which in NYSDOH’s reasonable discretion is detrimental, from its intended behavior or performance as specified in its written specifications.
 - c. “**Designated Representatives**” means the NYSDOH support and management staff, who shall be authorized to contact the Contractor for the purpose of obtaining Call Center assistance.
 - d. “**Incident**” means an unplanned disruption or degradation of service in the APD that negatively affects end users and must be resolved immediately. Remediation will be planned through a permanent fix, a workaround or a temporary fix.
 - e. “**Maintenance Services**” means the maintenance services to be provided by the Contractor pursuant to this Schedule and the Contract.
 - f. “**Normal Business Hours**” means the following hours of support staff operations for which end users will receive support assistance: the hours between 8.00 a.m. and 6.00 p.m. Monday through Friday, Eastern Standard Time
 - g. “**Problem**” refers to a detrimental result of one or more incidents that affect the end user experience on the APD.
 - h. “**Support Services**” means the support services to be provided by Contractor pursuant to this Schedule and the Contract.
 - i. “**Term**” means the duration set forth in the Agreement.
 - j. “**Workaround**” is a technical fix, intended to be temporary, put into place to provide end-user relief for a recognized incident in a system. See Appendix for use case example.
2. **Service Objectives.** The objective of the Services is to ensure reasonable, consistent, high quality delivery of Support Services and Maintenance Services for the APD. The Contractor shall apply Best Practices to provide the Maintenance Services and Support Services defined in this Schedule in accordance with the Service Objectives, Procedures, Service Levels and liquidated damages defined in this Schedule and, where necessary, by applying Best Practices.
 - a. The Contractor shall diligently process, categorize and assess all changes to the APD environment, validating that changes to the APD are tested and controlled, and that unplanned service disruptions are resolved in the shortest time possible.
 - b. The Contractor shall oversee and maintain the APD so that all software and hardware are current and supported technology, as deemed appropriate for NYSDOH business functions.

c. The Contractor shall provide Support Services via the Call Center, E-mail Support and Web-based Support 24 hours a day, seven days a week during the Term to Designated Representatives. The Contractor shall provide access to the Contractor's support resources for quick resolution, feedback, troubleshooting and support. All Contractor personnel providing the Support Services pursuant to this Appendix shall have expertise and be fully trained in issue (incident and problem) identification and resolution and in escalation relating to the APD System. Contractor personnel shall provide access to the Contractor's software engineering and technical resources for quick resolution, feedback, troubleshooting and support. All incidents and problems shall be logged via designated on-line support management software. The reported incidents and problems shall be viewable online in detail and summary formats by designated Representatives.

d. The Contractor shall provide to NYSDOH a monthly service level report in a mutually agreed upon format.

3. General Responsibilities. The following are general Support Services for which the Contractor shall be responsible:

a. Access to Archived Data. The Contractor shall provide NYSDOH access to archived data from the APD consistent with the Agreement and Scope of Work.

b. Security. Comply with New York State and NYSDOH security policies, regulations and standards applicable to the APD for information, information systems, personnel and physical and logical security.

c. Termination Data. Upon termination of the Agreement, the Contractor will provide or make available to NYSDOH an encrypted copy of the NYSDOH Data. Upon acknowledgement of receipt of the data by NYSDOH, the Contractor shall completely and irreversibly remove or erase all NYSDOH Data from its systems.

d. Policies, Procedures and Standards. The Contractor is responsible for conforming to the policies and procedures of NYSDOH as outlined in the RFP, including governance standards. The Contractor employees using NYSDOH resources on site or off site shall adhere to all NYSDOH policies and procedures as outlined in the RFP.

e. The policies and procedures shall be provided as needed by NYSDOH. This includes but is not limited to policies and procedures for Security and Code of Conduct (e.g., Internet usage, passwords, access to NYSDOH production systems and intellectual property.). Changes in policies that cause a material change in the scope of the APD will be subject to the Change Control Management process as set forth in the Agreement.

4. Maintenance Services. Subject to the terms and conditions of the Agreement and all Appendices and Schedules thereto, the Contractor shall provide Maintenance Services for the APD System. Maintenance Services shall consist of the following:

a. APD Maintenance and Updates

i. The Contractor periodically deploys releases of the APD into the APD technical environments as defined in the RFP.

ii. Except in cases of emergency, the Contractor shall notify NYSDOH at least 30 days prior to activating each Update. Notification shall include the following, at a minimum:

1) Date of Update activation;

2) Notes describing the Update content;

- 3) Date, time and duration of time required to deploy the Update; and
- 4) Results of satisfactory test runs of the Update in the Pre-production (Staging) environment of the APD.

iii. The Contractor shall apply continuous efforts and resources to resolve any Defect in the APD identified by NYSDOH, otherwise brought to the Contractor’s attention, or a Defect of which the Contractor should reasonably become aware.

b. Maintenance Schedule

- **Scheduled Maintenance** – The Contractor shall perform routine maintenance on a regular basis. The maintenance shall be within the Service Levels defined in this Schedule. The maintenance shall be performed outside normal business hours. The Contractor shall provide NYSDOH with advanced notice of maintenance whenever possible
- **Emergency Maintenance** – Under certain circumstances, the Contractor may need to perform emergency maintenance such as security patch installation or hardware replacement under Hardware Replacement Guarantee. The Contractor shall provide NYSDOH with notice of such emergency maintenance.

5. **Update Management** - Activities include services required to appropriately manage and document changes to the application(s) and/or any of the APD (Hardware, Software, Hosting etc., excluding services related to implementation) components including associated costs if outside of the agreed upon scope. Update management also includes services required to appropriately manage and document changes to the underlying APD hardware and software components.

- a. **Version Control**—the maintenance, tracking and auditing of modifications to an application’s components over time, facilitating the restoration of an application to prior development stages.
- b. **Turnover Management**—the promotion of software changes across different phases of the life cycle (e.g., development, unit test, systems test and production), including management of the approval process, production turnover and software migration control.
- c. **Platform Change** – the coordinated activities with NYSDOH prior to any requested or required changes to the APD and hosting platform that may affect the service-level performance of any of the APD environments. Any changes to the baseline project plan must be managed consistently with the Scope of Work and documented change management procedures defined during the APD implementation.
- d. **Change Management** – the Contractor shall provide change management services to manage changes to the APD that alter the existing state of the APD System, including software, hardware, networks and facilities. The Contractor shall use a standard process to communicate and implement changes in accordance with the change management service levels summarized in the table below:

Contractor Change Management		Impact	NYSDOH Notification and Confirmation	Example
Planned	Standard	Minor or repetitive changes considered part of the normal impact to NYSDOH business	None.	Password reset.

Contractor Change Management		Impact	NYSDOH Notification and Confirmation	Example
	Minor	Small changes that have a documented and proven implementation process with <i>little impact</i> to NYSDOH's business.	Contractor shall advise NYSDOH 48 hours in advance. Unconfirmed notification to NYSDOH is acceptable.	Installing patch on the application server.
	Moderate	Changes that may affect multiple applications and have a <i>broad business impact</i> .	Contractor shall advise NYSDOH five working days in advance. NYSDOH must confirm notification.	New OS or version Update. Update in network infrastructure.
	Major	Changes that may affect multiple applications across multiple departments, with a <i>significant impact</i> to NYSDOH's business.	Contractor shall advise NYSDOH 10 working days in advance. NYSDOH must confirm notification.	Replacing old information system with new.
Un-planned	Critical (After-hours)	Changes that must be performed in order to correct a faulty IT service having <i>some impact</i> on NYSDOH's business. Impact to business does not warrant immediate correction.	Contractor shall advise NYSDOH as soon as possible after knowing such a change is required. Confirmed notification is preferred.	Hung process on a server – needs to be corrected before next tape backup is scheduled.
	Emergency (Immediate)	Changes that must be performed in order to correct a faulty IT service having a <i>major impact</i> on NYSDOH's business. Impact to business requires immediate resolution.	Contractor shall advise NYSDOH after change implementation. Confirmed notification is preferred.	Virus attack on network.

6. Monitoring and Reporting Services - Contractor shall provide monitoring and reporting services that include the activities associated with the ongoing surveillance, tracking, escalation, resolution and reporting of application development problems. This monitoring shall include:

- a. Monitoring the health of the application and notifying the operations team of potential issues.
- b. Monitoring the connections between the different layers of the APD System.
- c. Monitoring for critical exceptions within the application.
- d. Monitoring the transaction and login rates for capacity and security.
- e. Monitoring the connections between the different layers of the system and the public Internet.
- f. The Monitoring Plan shall provide a specific list of all physical devices, hosts, ports, URLs, Websites and other components that are required to be actively monitored.

- g. The Monitoring Plan shall include provisions for the detection of actions that attempt to compromise the confidentiality, integrity or availability of resources or data.
- h. Contractor shall provide to NYSDOH quarterly a consolidated list of major activities underway, their status and plans for the next reporting period.

7. Support Services Subject to the terms and conditions of the Agreement and all Appendices and Schedules thereto, the Contractor shall provide Support Services as described herein for all components of the APD System, including hardware and third-party supplied system software chosen by the Contractor. Support Services shall consist of the following:

- a. Support Center - Standard customer care services are required to provide continued proper and effective use of the APD by Users throughout the Term of this Agreement. The primary mechanism for delivering these services is the Support Center.

- i. Support Center services are provided as follows:

- 1) The Contractor will provide support for the Data Warehouse and Data Analytic solutions contained within the APD. Support Center staff may be contacted by APD end-users for support via toll-free telephone number provided by Contractor.

- 2) Support Center hours of operation are to be provided between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday Eastern Standard Time.

- ii. Support Center staff provides assistance in the following areas:

- 1) Assistance related to use of the APD System;

- 2) Advice on workarounds for verified Defects;

- 3) Information on verified Defects previously identified by NYSDOH and reported to the Contractor; and

- 4) Advice on completion and authorization for submission of the Contractor Modification/Change Request Form to report identified defects in the APD System.

- iii. The Contractor shall create and add appropriate documentation to the APD help files or other mutually agreed upon tools to address NYSDOH issues.

- iv. Additional Support - The Support Center also provides for E-mail Support and Web-based Support.

- 1) E-mail Support: Support Center staff may be contacted by Designated Representatives for third-level APD Support via a specified e-mail address.

- 2) Web-based Support: Support Center staff may be contacted by Designated Representatives for third-level APD support by filling in a web-based form.

- b. Escalation Procedures - All incidents shall be reported by users as follows:

- i. Users record the incident in the designated help desk system

- ii. Designated Representatives may escalate incidents to the Contractor via:

- 1) Support Center;
- 2) E-mail Support; or
- 3) Web-based Support.

- iii. The Contractor records the incident and specified severity level as assigned by NYSDOH.
 - iv. The Contractor records the incident in the Contractor’s Support System with NYSDOH Help Desk ticket number and specified severity level as assigned by NYSDOH.
 - v. Contractor personnel shall respond to the Designated Representative based on the NYSDOH-assigned severity level in accordance with the Service Levels herein. Contractor personnel shall resolve incidents as expeditiously as possible consistent with Best Practices and industry standards.
- c. Complaints- NYSDOH shall escalate to the Contractor personnel manager upon unsatisfactory results not in compliance with Service Levels for any incident or problem.

8. Service Levels. The Contractor shall provide support between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, Eastern Standard Time as set forth in the Contractor’s Scope of Work, with minimum compliance to the service levels mentioned below. Outside Normal Business Hours, Severity Level 1 and 2 requests must be initiated through phone support. The Initial response time requirement begins when NYSDOH reports the issue to the Contractor’s support desk. NYSDOH, within its reasonable discretion, shall determine the appropriate severity level based on the above definitions and shall convey its designation to the Contractor when the issue is reported. If the Contractor does not agree with NYSDOH’s designation of the severity level for any issue, it shall indicate the severity level the Contractor attributes to the issue as soon as possible but in any event by the end of the Initial Response time for the severity level originally designated by NYSDOH. The Parties shall work in good faith to agree upon the appropriate severity level provided that such determination shall not unreasonably delay the implementation of a solution to the issue.

a. Support Service Response Requirements. Support Service Requirements measured on a monthly basis are the performance metrics related to providing timely information and resolution of incidents reported by NYSDOH during operation of the APD solution.

b. Severity Table – Incident Resolution Times.

The scope of Incident Management includes any event that disrupts, or could disrupt, a service. This includes events that are communicated by users, as well as incidents detected and reported by technical staff or monitoring tools. Incident models can help ensure that standard approaches are followed and timescales are met (e.g., for managing security incidents or using well-defined solutions for common types of incidents).

Severity Level	Title	Description	Initial Response ¹	Incident Categorization ²	Incident Resolution ³
1	Critical	Production system is halted and/or data have been corrupted. If there is no reasonable workaround available, a patch may be produced. When an acceptable workaround is provided the incident shall be	05 min ⁴ 20 min ⁵	1 hour	If workaround is available within four (4) hours, incident closes and problem is opened to evaluate and develop a permanent fix.

Severity Level	Title	Description	Initial Response ¹	Incident Categorization ²	Incident Resolution ³
		downgraded to a lower priority.			
2	High	Incidents render a feature inoperable without a work-around. They do not cause the production system to be inoperative, but they disrupt the normal business operations.	10 min ⁴ 30 min ⁵	2 hours	If workaround is available within 24 hours, incident closes and problem is opened to evaluate and develop a permanent fix.
3	Medium	Incidents render a feature inoperable with acceptable work around to be used on an interim basis until incident addressed with a more effective workaround and/or fix.	20 min ⁴ 1 hour ⁵	6 hours	If the incident cannot be resolved within 5 days, it leads to a problem. The incident is closed and a problem is opened to evaluate further.
4	Low	Incidents have little impact on the business and application including questions not answered in the vendor documentation and documentation errors. Incidents may be addressed in a future release.	30 min ⁴ 1 hour ⁵	24 hours	If the incident cannot be resolved in 15 days, it leads to a problem. The incident is closed and a problem is opened to evaluate further.

¹ Initial response from Contractor acknowledging incident /severity level to Designated NYSDOH Representative.

² Contractor shall determine and communicate the type of problem and approach to resolution with the NYSDOH.

³ Contractor shall provide correction or a satisfactory interim workaround to the NYSDOH.

⁴ Incident reported during Normal Business Hours.

⁵ Incident reported outside Normal Business Hours.

c. Severity Table – Problem Resolution Times.

The scope of Problem Management includes diagnosing causes of Incidents, determining the resolution and ensuring that it is implemented. Problem Management uses the same tools as Incident Management and similar categorization, impact and severity levels. Problem models can be used to help ensure consistent handling of similar types of Problems. Reactive Problem Management is part of Service Operation; proactive Problem Management is the activity in Continual Service Improvement that identifies Problems based on an analysis of Incident data.

Severity Level	Description	Root-Cause Analysis ^{A,B}	Root-Cause Report ^C	Problem Remediation Plan ^D
1 – Critical	Production system is halted and/or data have been corrupted and a workaround is available. An emergency hotfix or patch must be produced.	24 hours	36 hours	48 hours

Severity Level	Description	Root-Cause Analysis ^{A,B}	Root-Cause Report ^C	Problem Remediation Plan ^D
2 – High	Problem renders a feature inoperable and a workaround is available. Production system is operative, but there may be disruptions in normal business operations.	48 hours	72 hours	10 days
3 – Medium	Problem renders a feature inoperable and no workaround is available.	2 weeks	5 days	15 days
4 – Low	Problem has little impact on the business and application including questions not answered in the vendor documentation and documentation errors. Problem may be addressed in a future release.	4 months	5 months	6 months

^{A,B,C,D} Refers to steps of the problem resolution lifecycle in the Table below.

Problem Resolution Step	Title
A – Categorization	<ul style="list-style-type: none"> • Acknowledgement that the problem has been logged • Reassurance that the problem is going to be dealt with • Initial adoption of incident
B – Root Cause Analysis	<ul style="list-style-type: none"> • Incident management may result in a temporary fix • Problem management identifies the root cause • This is an Operational Level Agreement (OLA) about identifying and not resolving the root cause • The outcome that is being measured by the OLA is going to be the production of a deliverable • Policy will determine what that deliverable might contain • The OLA measures the time between the formal closure of the incident and the formal delivery of the root cause analysis • Re-evaluate severity (increase or decrease)
C – Root Cause Report	<ul style="list-style-type: none"> • This OLA ensures that a formal document is delivered in a timely fashion • The document describes the timeline of events that caused the problem and actions taken to provide a workaround • The OLA lists all of the actions and recommendations with identified owners and realistic dates in order to fix the problem
D – Remediation Plan	<ul style="list-style-type: none"> • The root cause analysis identifies actions that need to affect a permanent fix to the original issue • All resolutions will not be equal in complexity, effort and duration • There will be an initial estimation of a target date for live implementation of a permanent fix • Moving the target completion date is allowed; however, this OLA limits how often this can occur

- Liquidated Damages:** For those incidents described herein that are within the Contractor’s control (subject to NYSDOH’s reasonable agreement as to whether an incident is within Contractor’s control), and unless mutually agreed upon, NYSDOH shall receive the following liquidated damages in the form of credits from the contractor on a monthly basis calculated from the monthly fee. NYSDOH acknowledges that the actual damages likely to result from breach of these service levels are difficult to estimate on the date of this RFP and may be difficult for NYSDOH to prove. The parties intend that the Contractor’s payment of the liquidated damages amount would serve to compensate NYSDOH for breach

by the Contractor of its obligations, and is not intended to serve as punishment for any such breach by the Contractor.

- i. Failure to meet Problem Resolution time as listed above shall result in a 0.5% credit per incident.
- ii. Failure to provide Problem Resolution for any incident within 30 days shall result in a 0.3% credit per incident on a quarterly basis until such issue is resolved to NYSDOH's satisfaction.
- iii. If the Contractor fails to meet this guarantee, the Contractor shall provide a credit to NYSDOH at the applicable credit percentage set forth above, limited to those incidents within the Contractor's total control (subject to NYSDOH's reasonable agreement as to whether an incident is within the Contractor's control). Credit percentages are limited to 60% across all credits applied to Monthly Licensing Fees, including the Schedules and the Hosting Services schedule.

ATTACHMENT 7

NEW YORK STATE DOH M/WBE RFP REQUIRED FORMS

All DOH procurements have a section entitled “**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS.**” This section of procurement sets forth the established DOH goal for that particular procurement and also describes the forms that must be completed with their bid. Below is a summary of the forms used in the DOH MWBE Participation Program by a bidder.

Form #1: Bidder MWBE Utilization Plan - This document should be completed by all bidders responding to RFPs with an MWBE goal greater than zero. The bidder must demonstrate how it plans to meet the stated MWBE goal. In completing this form, the bidder should describe the steps taken to establish communication with MWBE firms and identify current or future relationships with certified MWBE firms. The second page of the form should list the MWBE certified firms that the vendor plans to engage with on the project and the amount that each certified firm is projected to be paid. Plans to work with uncertified firms or women and minority staffed firms do not meet the criteria for participation. The firm must be owned and operated by a Woman and/or Minority and must be certified by NYS Empire State Development to be eligible for participation. If the plan is not submitted or is deemed deficient, the bidder may be sent a notice of deficiency. It is mandatory that all awards with goals have a utilization plan on file.

Form #2: MWBE Utilization Waiver Request - This document should be filled out by the bidder if the utilization plan (Form #1) indicates less than the stated participation goal for the procurement. In this instance, Form #2 must accompany Form #1 with the bid. If Form #2 is provided and goal was initially set higher, revised goal approval will be necessary from DOB. When completing Form #2, it is important that the bidder thoroughly document the steps that were taken to meet the goal and provide evidence in the form of attachments to the document. The required attachments are listed on Form #2 and will document the good-faith efforts taken to meet the desired goal. A bidder can also attach additional evidence outside of those referenced attachments. Without evidence of good-faith efforts, in the form of attachments or other documentation, the Department of Health may not approve the waiver and the bidder may be deemed non-responsive.

New MWBE firms are being certified daily and new MWBE firms may now be available to provide products or services that were historically unavailable. If Form #2 is found by DOH to be deficient, the bidder may be sent a deficiency letter which will require a revised form to be returned within 7 business days of receipt to avoid a finding of non-compliance. DOH may work directly with firm to resolve minor deficiencies via e-mail.

Form #4 – MWBE Staffing Plan- This form should be completed based on the composition of staff working on the project. Enter the numbers or counts in the corresponding boxes and add up the totals in each column. This form is for diversity research purposes only and has no bearing on MWBE goal achievement.

Form #3: Replaced by Online Compliance System - <https://ny.newnycontracts.com> Contractors will need to login and submit payments to MWBE Firms in this online system once payments to these vendors commence.

Form #5 – EEO and MWBE Policy Statement -This is a standard EEO policy that needs to be signed and dated and submitted. If Bidder has their own EEO policy it may be submitted instead of endorsing this document.

- M/WBE Form #1 -

New York State Department of Health
M/WBE UTILIZATION PLAN

Bidder/Contractor Name: <input type="text" value="Click here to enter text."/>	
Vendor ID: <input type="text" value="Click here to enter text."/>	Telephone No. <input type="text" value="Click here to enter text."/> Email: <input type="text" value="Click here to enter text."/>
RFP/Contract Title: <input type="text" value="Click here to enter text."/>	RFP/Contract No. <input type="text" value="Click here to enter text."/>

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

	%	Amount
1. Total Dollar Value of Proposal Bid	100	<input type="text" value="Click here to enter text."/>
2. MBE Goal Applied to the Contract	<input type="text" value="Click here to enter text."/>	\$ <input type="text" value="Click here to enter text."/>
3. WBE Goal Applied to the Contract	<input type="text" value="Click here to enter text."/>	\$ <input type="text" value="Click here to enter text."/>
4. M/WBE Combined Totals	<input type="text" value="Click here to enter text."/>	\$ <input type="text" value="Click here to enter text."/>

“Making false representation or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization.”

New York State Department of Health
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
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:

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

- M/WBE Form #2 -

New York State Department of Health
 Waiver Request

Offeror/Contractor Name: Click here to enter text.		Federal Identification No.: Click here to enter number.	
Address: Click here to enter text.		Solicitation/Contract No.: Click here to enter number.	
City, State, Zip Code: Click here to enter text.		M/WBE Goal: MBE %%% WBE %%% (From Form #1)	
<p>By submitting this form and the required information, the officer or/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.</p> <p>Contractor is requesting a:</p> <p><input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. Total Partial</p> <p><input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. Total Partial</p> <p><input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.)</p> <p>Date of such filing with Empire State Development: Click here to enter a date.</p>			
<p>_____ PREPARED BY (Signature)</p>		<p>_____ Date:</p>	
<p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</p>			
Name and Title of Preparer (Printed or Typed):		Telephone Number:	Email Address:
<p>Submit with the bid or proposal or if submitting after award submit to: doh.sm.mwbe@health.ny.gov</p>		***** FOR DMWBD USE ONLY *****	
		REVIEWED BY:	
		DATE:	
<p>Waiver Granted: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>MBE: <input type="checkbox"/> WBE: <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver</p> <p><input type="checkbox"/> ESD Certification Waiver</p> <p><input type="checkbox"/> *Conditional</p> <p><input type="checkbox"/> Notice of Deficiency Issued</p> <p>_____</p> <p>*Comments:</p>			

- M/WBE Form #4 -

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

For project staff, consultants and/or subcontractors working on this grant complete the following plan. This has no impact on MWBE utilization goals, or the submitted Utilization Plan - Form#1. This is for diversity research purposes.

Contractor Name _____

Address _____

STAFF	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
Executive/Senior level Officials							
Managers/Supervisors							
Professionals							
Technicians							
Administrative Support							
Craft/Maintenance Workers							
Laborers and Helpers							
Service Workers							
Totals							

 (Name and Title)

 (Signature)

 Date

- M/WBE Form #5 -

**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:

- Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations. Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- 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.
- 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.
- 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.
- 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

- 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

Signature & Date

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color,

Detailed Instructions for Completing MWBE Forms 1 & 2

Form#1 – MWBE Utilization Plan

Page #1 of Form #1:

Description of Plan - Describe any steps/details that support Bidder/Contractor plan to meet the MWBE goals stated in the procurement/contract.

Line#1 - Total Dollar Value of Proposal Bid – This line should represent the total dollar amount of bid. The total value is eligible for MWBE goal setting.

Line#2 - MBE Goal Applied to the Contract– Bidder/Contractor lists the amount to be paid/subcontracted to Certified Minority-owned Business Enterprise(s) and the percentage this amount represents of the Total Dollar Value of Proposal Bid listed on Line #1.

Example: If paying two MBE firms \$100,000 & \$50,000 each and Total Dollar Value of Proposal Bid listed on line #1 is \$1,000,000, list 15% and \$150,000 on Line #2.

Line#3 - WBE Goal Applied to the Contract– Bidder/Contractor lists the amount paid/subcontracted to Certified Woman-owned Business Enterprise(s) and the percentage this amount represents of the Total Dollar Value of Proposal Bid listed on Line 1 of the “Form #1 MWBE Utilization Plan”.

Example: If Bidder/Contractor is paying two WBE firms \$50,000 & \$100,000 each and the Total Dollar Value of Proposal Bid listed on line#1 is \$1,000,000 Bidder/Contractor would list 15% and \$150,000 on Line #2 of the Utilization Plan.

Line#4 - MWBE Combined Totals – Total of Line #2 and Line #3. [Line #2 + Line #3 = MWBE Combined Totals]

Example: Using the above Line #2 and Line #3 examples for payment data, Bidder/Contractor achieves a combined MWBE % of 30% and a combined MWBE dollar amount of \$300,000. (15%M and 15%W; \$150,000M + \$150,000W). MWBE total/Total dollar value of bid = %.

Page#2 of Form#1:

The first column (left column): Bidder/Contractor lists any Minority-owned Business Enterprises (MBE) that Bidder/Contractor will be subcontracting with or purchasing from and the MBE contact/company information.

The second column (center column): Bidder/Contractor describes what type of work certified MBE will be providing or what product certified MBE will be supplying to Bidder/Contractor.

Third column (right column): Bidder/Contractor states the amount to be paid to the certified MBE during the term of the contract. The amount totaled from Page #2 should equal the amount listed on Line #2 of Page #1.

Page#3 of Form#1:

The first column (left column): Bidder/Contractor lists any Woman-owned Business Enterprises (WBE) that Bidder/Contractor will be subcontracting with or purchasing from and WBE contact/company information.

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The second column (center column): Bidder/Contractor describes what type of work certified WBE will be providing or what product certified WBE will be supplying to Bidder/Contractor.

Third column (right column): Bidder/Contractor states the amount to be paid to the certified WBE during the term of the contract. The amount totaled from Page#3 should equal the amount listed on Line#3 of Page#1.

Form#2 – MWBE Waiver Request

“Form#1 MWBE Utilization Plans” that commit to a goal % less than the stated MWBE goal percentage in procurement, must be accompanied by a “Form#2 MWBE Waiver Request”.

A Bidder/Contractor may qualify for a partial or total waiver of the MWBE goal requirements established on a State contract only upon the submission of a waiver form by a Bidder/Contractor, documenting good-faith efforts by the Contractor to meet the goal requirements of the state contract and a consideration of applicable factors. The ability to subcontract with M/WBEs and separately the ability to purchase with M/WBEs must be addressed in attachments on all waiver requests.

Fill out the header with the name of the Bidder/Contractor requesting the waiver under Offeror/Contractor Name, include your Federal Identification ID, Address, Solicitation/Contract Number, and M/WBE Goals.

Check off the appropriate box for the type of waiver that is being requested and whether it is a total or partial waiver. If the waiver is Pending ESD Certification, meaning the subcontractor has applied for certification with Empire State Development, check off that box and state the date that they applied for certification.

Next, and directly below the Pending ESD Certification area, please sign and date the waiver. Provide the name of the preparer as well as a telephone number and email address (Bidder/Contractor direct contact number of person authorized to discuss submission).

The following attachments should also be provided:

1. A statement setting forth your basis for requesting a partial or total waiver. The statement should at a minimum include the services being subcontracted out and why a portion of those services cannot be subcontracted to Certified MWBE(s). In addition, statement must also include what purchases of equipment and supplies are being made and why those purchases cannot be provided by certified MWBE(s).
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals related to this contract.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.

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6. Provide copies of responses to your solicitations received by you from certified M/WBEs.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.

*** All attachments are created by the entity requesting the waiver. These are self-generated attachments and are not provided by the agency.**

ATTACHMENT 8

SEE PRICE PROPOSAL EXCEL WORKBOOK

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ATTACHMENT 9 - NO-BID FORM

PROCUREMENT TITLE: _____ RFP # _____

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

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

- Please retain our firm on your mailing list.

(Firm Name)

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

(e-mail Address)

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

ATTACHMENT 10 – LOBBYING FORM

PROCUREMENT TITLE: _____ RFP # _____

Bidder Name: .

Bidder Address:

Bidder Vendor ID No:

Bidder Fed ID No:

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

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(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

ATTACHMENT 11 - VENDOR RESPONSIBILITY ATTESTATION

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

Choose one:

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

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Attachment 12

MISCELLANEOUS / CONSULTANT SERVICES

STATE AGENCY (Name and Address):

Department of Health
Corning Tower
Albany, NY 12237

NYS COMPTROLLER'S NUMBER: C#XXXX

ORIGINATING AGENCY GLBU: DOH01
DEPARTMENT ID: 345XXXX

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 F Technology Provisions
- 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
- X APPENDIX G Notices
- X APPENDIX M Participation by Minority Group Members and Women with respect to State Contracts: Requirements and Procedures

Contract No.: C#XXXX

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

CONTRACTOR

STATE AGENCY

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

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: _____

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

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
<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.

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 with a subject field as follows:
Subject: <<Unit ID: 345XXXX>> <<Contract #XXXX>>

(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, by email at 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.~~

A. CONTRACTOR 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 personal injury and damage to real or personal tangible property and intellectual property caused by any intentional act or negligence of CONTRACTOR, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the CONTRACTOR 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.

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.

VI. Limitation of Liability

Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

- A. CONTRACTOR's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times fees paid or (ii) two million dollars (\$2,000,000), whichever is greater.
- B. The STATE may retain such monies from any amount due CONTRACTOR as may be necessary to satisfy any claim for damages, costs and the like asserted against the STATE unless CONTRACTOR at the time of the presentation of claim shall demonstrate to the STATE's satisfaction that sufficient monies are set aside by the CONTRACTOR in the form of a bond or through insurance coverage to cover associated damages and other costs.
- C. Notwithstanding the above, neither the CONTRACTOR nor the STATE shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the STATE, the CONTRACTOR, or by others.

**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 or 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 F Technology Provisions

1. WARRANTIES

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the State under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by the State under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify the State and hold the State harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

c. Product Warranty Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one (1) year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the State. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State shall in no event be liable or responsible therefor.

Where Contractor, the independent software vendor (ISV), or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be

responsible for the coordination during the Product warranty or extended warranty periods with ISV or other third-party manufacturers for warranty repair or replacement of ISV or other third-party manufacturer's Product.

Where Contractor, ISV or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the the State and pass through the standard commercial warranty to the State at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by the State without Contractor's approval.

d. Virus Warranty The Contractor represents and warrants that any Licensed Software acquired under the Contract by the the State does not contain any known Viruses. Contractor is not responsible for Viruses introduced at the State's Site.

e. Date/Time Warranty Contractor warrants that Product 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.

f. Workmanship Warranty Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with industry standards. The State must notify Contractor of any services warranty deficiencies within ninety calendar days from performance of the services that gave rise to the warranty claim.

g. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

h. Prompt Notice of Breach The State shall promptly notify the Contactor and the Commissioner in writing of any claim of breach of any warranty provided herein.

i. Additional Warranties Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to The State.

j. No Limitation of Rights The rights and remedies of the State provided in this clause are in addition to and do not limit any rights afforded to the State by any other clause of the Contract.

2. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

a. Definitions

(i) For purposes of this clause, "Products." Deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this clause, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for the State under the Contract.

b. Title to Project Deliverables Contractor acknowledges that it is commissioned by the State to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Solicitation or Purchase Order, the State shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing Hardware Product shall pass to the State upon acceptance.

2. Software - Title and ownership to Existing Software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to the State in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant the State a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the State as part of Contractor's proposal that adaptation will violate existing agreements

or statutes and Contractor demonstrates such to the State's satisfaction) and distribute Existing Licensed Product to the State up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or the State's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the State is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the ISV's owner's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The State shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

(ii) Custom Products: Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to the State the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. The State may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of the State taking exclusive ownership and title to such Products. In such case, the State shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

c. Contractor's Obligation with Regard to ISV (Third Party) Product Where Contractor furnishes Existing Licensed Product(s) as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV's standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the State at Contractor's sole cost and expense.

3. PROOF OF LICENSE

The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified License Confirmation Certificates in the name of such Licensee; or (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the State.

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

I. 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.

II. Contract Goals

- A. For purposes of this procurement, the New York State Department of Health hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% 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.

III. 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 10th 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.

Seven Six Standards and Conditions Capability Matrix

MITA	Level 1	Level 2	Level 3	Level 4	Level 5
Modularity Standard					
Business Architecture (Analytics)	The Solution does not use a Business Process Management (BPM) methodology nor does it have any pre-defined rules and reports.	The Solution adopts BPM methodology to identify primary business operations and business processes for reporting and analysis. The Solution has some standardized rules and reports.	The Solution uses BPM methodology to transform intrastate business operations reports into reconfigurable format(s) for reporting and analysis. The Solution includes intrastate standardized rules and reports.	The Solution uses BPM methodology to transform intrastate business operations reports into reconfigurable format(s) for reporting and analysis. The Solution uses regionally standardized rules and reports, allowing the State to submit them to a regional repository.	The Solution uses BPM methodology to transform intrastate business operations reports into reconfigurable format(s) for reporting and analysis. The Solution allows the State to submit standardized rules and reports to a HHS designated repository.
Information Architecture (Data Warehouse)	The Solution does not use a SDLC, reusable interfaces, and has no inventory or interface details documented.	The Solution adopts data standards, and documents some interfaces. The Solution has an interface inventory.	The Solution uses intrastate standardized business rule and report definitions separate from core programming. The Solution adopts SDLC methodology. The Solution documents and inventories open interfaces within intrastate agencies and stakeholders.	The Solution uses regionally standardized business rule and report definitions separate from core programming in both human and machine readable formats. The Solution uses documented and inventoried open interfaces across state and regional agencies and stakeholders.	The Solution uses nationally standardized business rule and report definitions submitted to the HHS design repository. The Solution uses documented and inventoried open interfaces across state, regional and national agencies and stakeholders.
Technical Architecture (Hosting)	The Solution embeds standardized business rule definitions into core code, and has multiple interfaces using a variety of transmission modes. The	The Solution provides some open interfaces and documents and inventories them. The Solution employs agency standardized business rule and report definitions, but has no business rule or reporting engine.	The Solution provides open interfaces, has them documented and inventoried for use within the intrastate agencies. The Solution is developed as part of a SOA with modularity methodology. The	The Solution provides and maintains an exposed API to any regional data services hub available. The Solution is developed with Cloud Computing functions. The Solution uses interstate standardized business	The Solution interfaces with other federal or interstate state agencies' cloud services and repositories. The Solution uses national standardized business rule and report definitions via business

	Solution does not use a SDLC reusable messages or system architecture.		Solution uses intrastate standardized business rule and report definitions via business rule and reporting engine(s).	rule and report definitions via business rule and reporting engine(s).	rule and reporting engine(s).
Industry Standards Condition					
Business Architecture (Analytics)	The Solution focuses on meeting compliance thresholds for state and federal regulations using state specific business analysis standards.	The Solution applies a mixture of federal and state specific standards for business analysis. The Solution incorporates industry standards in requirements and testing phases of projects.	The Solution uses MITA Framework, industry standards, and other nationally recognized standards for business analysis within intrastate agencies. The Solution incorporates industry standards in business modeling techniques (e.g., UML and BPMN).	The Solution uses MITA Framework, industry standards, and other nationally recognized standards for business analysis of health care and clinical information across state and interstate agencies.	The Solution uses MITA Framework, industry standards, and other nationally recognized standards for national business analysis.
Information Architecture (Data Warehouse)	The Solution focuses on meeting compliance thresholds for state and federal regulations using state-specific data standards.	The Solution applies a mixture of HIPAA and state-specific data standards.	The Solution uses MITA Framework, industry standards, and other nationally recognized standards for intrastate exchange of information within the intrastate agencies and stakeholders. The Solution incorporates industry standards such as Section 508(c) compliance for all interfaces in requirements, development, and testing phases. The Solution incorporates industry standards in	The Solution uses MITA Framework, industry standards, and other nationally recognized standards for interstate exchange of health care and clinical information across state and regional agencies and stakeholders. The Solution complies with Affordable Care Act Section 1104 Administrative Simplification, and Section 1561 Health IT Enrollment Standards and Protocols.	The Solution uses MITA Framework, industry standards, and other nationally recognized standards for national exchange of health care information.

			data modeling techniques (e.g., UML).		
Technical Architecture (Hosting)	The Solution focuses on meeting compliance thresholds for state and federal regulations using state-specific technology standards.	The Solution applies a mixture of HIPAA and state-specific messaging and technology standards.	The Solution uses MITA Framework, industry standards, and other nationally recognized messaging and technology standards within the intrastate agencies and stakeholders. The Solution incorporates industry standards such as Section 508(c) of the SDLC for software and interfaces in technical modeling techniques (e.g., UML or BPMN).	The Solution uses MITA Framework, industry standards, and other nationally recognized technology standards for interstate exchange of healthcare and clinical information across state and regional agencies and stakeholders. The Solution complies with Affordable Care Act Section 1104 Administrative Simplification, and Section 1561 Health IT Enrollment Standards and Protocols.	The Solution uses MITA Framework, industry standards, and other nationally recognized technology standards and guidelines (e.g., National Information Exchange Model (NIEM)) for national exchange of healthcare information.
Leverage Condition					
Business Architecture (Analytics)	The Solution enables very little collaboration with other agencies to leverage or reuse business processes. The Solution includes no system transition or retirement plans.	The Solution allows the NYSDOH to identify existing agency solutions for its business processes and identify duplicative business processes.	The Solution allows the NYSDOH to work collaboratively with intrastate agencies and entities to promote and leverage the reuse of Medicaid business processes, reports and data within the state.	The Solution allows the NYSDOH to share its reusable business process components with other States.	The Solution allows the NYSDOH to share its reusable business process components with other stakeholders, state and federal agencies nationally.

<p>Information Architecture (Data Warehouse)</p>	<p>The Solution enables very little collaboration with other agencies and entities to leverage or reuse data standards or information. The Solution has no system transition or retirement plans.</p>	<p>The Solution allows the NYSDOH to identify and demonstrate consideration of existing agency data management and standardization solutions. The Solution allows the NYSDOH to identify existing duplicative information components within the agency.</p>	<p>The Solution allows the NYSDOH to identify existing intrastate data management and standardization of data solutions. The Solution allows the NYSDOH to identify existing intrastate duplicative system and technical components.</p>	<p>The Solution allows the NYSDOH to collaborate with other interstate agencies and entities and identify data management and data standards. The Solution allows the NYSDOH to identify existing interstate duplicative information capabilities. The Solution includes a system retirement plan.</p>	<p>The Solution allows the NYSDOH to collaborate with other state, regional and national agencies and entities and identify national data management and data standards. The Solution allows the NYSDOH to identify existing state, regional or national duplicative information. The Solution includes nationally standardized system transition and retirement plans.</p>
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<p>Technical Architecture (Hosting)</p>	<p>The Solution enables very little collaboration with other agencies and entities to leverage or reuse messages and technical solutions. The Solution has not incorporated a SOA from public, commercial modules or cloud technologies. The Solution has no system transition or retirement plans.</p>	<p>The Solution allows the NYSDOH to collaborate within its agency to identify message, technical components, and technology solutions with high applicability for reuse. The Solution allows the NYSDOH to identify existing duplicative system components within the agency. The Solution has incorporated SOA. The Solution identifies the type of system plan, and development, enhancement and implementation.</p>	<p>The Solution allows the NYSDOH to identify and collaborate with existing intrastate message, technical components, and technology solutions, rather than requiring ground-up custom development. The Solution allows the NYSDOH to identify existing duplicative system components within the state. The Solution minimizes ground-up or customized solutions. The Solution implements its system transition plan that includes cost-allocation information across the intrastate.</p>	<p>The Solution allows the NYSDOH to collaborate with other interstate agencies and entities and identify message, technical components, and technology solutions. The Solution promotes a cloud-first strategy for systems development. The Solution allows the NYSDOH to identify Existing regional agency duplicative system components.</p>	<p>The Solution allows the NYSDOH to collaborate with other state, regional and national agencies and entities and identify national message standards, technical components, and technology solutions. The Solution allows the NYSDOH to identify existing national duplicative systems, technical components, and technology. The Solution incorporates nationally standardized system transition and retirement plans.</p>
<p>Business Results Condition</p>					

<p>Business Architecture (Analytics)</p>	<p>The Solution's business process reports are predominantly manual. The Solution does not communicate effectively with the beneficiaries or providers. Account access is manual. The Solution does not have SLA or KPI for business operations.</p>	<p>The Solution supports accurate and timely reporting on health care and eligibility claims via automated business reporting processes and account access management. The Solution communicates more effectively with the providers, beneficiaries, and the public.</p>	<p>Highly automated business process report generation supports accurate and timely reporting on health care and eligibility claims. The Solution implements customer service using web and account self-management functionality. The Solution accommodates customer preferences for use of email, text, mobile devices, or phones. The solution incorporates state SLA and KPI for automated business process reporting.</p>	<p>The Solution automates reporting on health care and eligibility claims to the fullest extent possible. The Solution monitors and enables the NYSDOH to adjust business processes for optimum performance using state, regional, and CMS-defined KPI and shares performance measures with other state and regional agencies and stakeholders. The Solution allows the NYSDOH to share its processes for identifying errors with other state and regional agencies and stakeholders.</p>	<p>The Solution monitors and allows the NYSDOH to adjust business processes for optimum performance using nationally defined KPI and shares performance measures across the nation. The Solution allows the NYSDOH to evaluate operational business processes against established national SLA and KPI. The Solution allows the NYSDOH to create and executes a POAM for SLA and KPI resolution.</p>
<p>Information Architecture (Data Warehouse)</p>	<p>The Solution does not incorporate SLA or KPI for data standards.</p>	<p>The Solution provides SLA and some KPI for collection and monitoring of data standards.</p>	<p>The Solution uses information and data standards for automating data transformation and loading of health care and eligibility claims. The Solution complies with information performance standards within state.</p>	<p>The Solution uses information and data standards for automating data transformation and loading of healthcare and eligibility claims across the interstate. The Solution complies with the use of state, regional, and any CMS defined information performance standards.</p>	<p>The Solution uses national information and data standards for automating data transformation and loading of healthcare and eligibility claims across the nation. The Solution complies with national performance standards. The Solution allows the NYSDOH to create and execute a POAM for SLA and KPI resolution.</p>

<p>Technical Architecture (Hosting)</p>	<p>The Solution does not have SLA or KPI for system performance.</p>	<p>The Solution provides SLA and some KPI for collection and monitoring of system performance.</p>	<p>The Solution uses automated services and messages in monitoring system performance. The Solution meets minimum system performance standards set by the NYSDOH.</p>	<p>The Solution uses automated services and messages in monitoring system performance. The Solution meets regionally accepted system performance Standards.</p>	<p>The Solution uses nationally defined automated services and messages in monitoring system performance. The Solution meets nationally accepted system performance standards. The Solution allows the NYSDOH to create and execute a POAM for SLA and KPI resolution.</p>
<p>Reporting Condition</p>					
<p>Business Architecture (Analytics)</p>	<p>The Solution does not promote program evaluations, or continuous improvement in business operations.</p>	<p>The Solution produces some reports to allow the NYSDOH to conduct program evaluations and continue to improve business operations. The Solution has some processes for identifying and assisting the NYSDOH with correcting adjudication errors.</p>	<p>The Solution produces reports on transaction, data, and performance information that contribute to program evaluation, continuous improvement in business operations, and transparency and accountability.</p>	<p>The Solution produces reports that assist the NYSDOH as it conducts program evaluations and continues to improve business operations and provide it to other agencies and stakeholders within the region.</p>	<p>The Solution produces reports that assist the NYSDOH as it conducts program evaluations and continuous improvement in business operations and provides it to state, regional and national agencies and stakeholders.</p>

<p>Information Architecture (Data Warehouse)</p>	<p>The Solution has very little transaction data, reports, or performance information available for system management.</p>	<p>The Solution produces HIPAA-compliant transaction data, some reports, and some data quality information. The Solution has some information for identifying and assisting the NYSODH with data errors.</p>	<p>The Solution has intrastate transaction data and reports with data quality information available for system management. The Solution provides data to the public for intrastate agencies. The Solution produces audit trails for information within the system and shares it within the state.</p>	<p>The Solution has transaction data and reports with data quality information available for system management and provides it to other agencies and stakeholders within the region. The Solution provides data to the public for interstate agencies and stakeholders. The Solution produces audit trails for information within the system and shares it with state and regional agencies and stakeholders.</p>	<p>The Solution has transaction data and reports with data quality information available for system management and provides it to state, regional, and national agencies and stakeholders. The Solution provides data to the public across state, regional and national agencies and stakeholders. The Solution produces audit trails for information within the system and shares it with state, regional and national agencies and stakeholders.</p>
<p>Technical Architecture (Hosting)</p>	<p>The Solution provides very little message data, services, or performance information.</p>	<p>The Solution provides services to produce reports through open messages within the agency.</p>	<p>The Solution uses services that automatically generate reports through open interface messages, to designated intrastate agencies and entities repositories or data hubs, with appropriate audit trails.</p>	<p>The Solution uses services that automatically generate reports through open interface messages to designated interstate agencies and entities, repositories or data hubs, with appropriate audit trails.</p>	<p>The Solution uses automatic services to generate reports through open interface messages to designated federal repositories or data hubs, with appropriate audit trails.</p>
<p style="text-align: center;">Interoperability Condition</p>					

<p>Business Architecture (Analytics)</p>	<p>The Solution provides no coordination with the Exchange, or Health Information Exchanges (HIE), or any other agencies to allow interoperability with other agencies.</p>	<p>The Solution identifies areas where it may interact with the Exchange, or Health Information Exchanges (HIE), or any other agencies to allow some interoperability.</p>	<p>The Solution promotes seamless coordination and integration with the Exchange, and allows interoperability of analysis and reports with exchanges, public health agencies, human services programs, researchers and community organizations within the state.</p>	<p>The Solution promotes seamless coordination and integration with the Exchange, and allows interoperability of analysis and reports with public health agencies, human services programs, researchers and interstate agencies.</p>	<p>The Solution promotes seamless interoperability of analysis and reports with all state, regional, and federal agency exchange services and hubs.</p>
<p>Information Architecture (Data Warehouse)</p>	<p>The Solution uses specific data standards and is not coordinated with the Exchange, Health Information Exchanges (HIE), or any other agencies to allow interoperability with other agencies.</p>	<p>The Solution complies with information and data standards for interaction with the Exchange, or Health Information Exchanges (HIE), or any other agencies to allow interoperability. The Solution assists the NYSDOH to convert to national data standards, such as HIPAA transactions, International Classification of Diseases 10th Edition (ICD-10) and Healthcare Common Procedure Coding System (HCPCS).</p>	<p>The Solution employs MITA Framework, industry standards, and other nationally recognized standards and information for interaction with the Exchange, or state Health Information Exchanges (HIE), or any other state agencies to allow intrastate agency interoperability.</p>	<p>The Solution employs MITA Framework, industry standards, and other nationally recognized standards and information with the Exchange, or regional Health Information Exchanges (HIE), or any other regional agencies to allow interstate agency interoperability.</p>	<p>The Solution employs MITA Framework, industry standards, and other nationally recognized standards and information for interaction with the Exchange, or state, regional, and national Health Information Exchanges (HIE), or any other state, regional, or national agencies to allow national interoperability.</p>

<p>Technical Architecture (Hosting)</p>	<p>The Solution uses system specific messages and technology standards and is not coordinated with the Exchange, Health Information Exchanges (HIE), or any other agencies to allow interoperability with other agencies.</p>	<p>The Solution adheres to NYSDOH message and technology standards for interaction with the Exchange, or Health Information Exchanges (HIE), or any other agencies to allow interoperability.</p>	<p>The Solution employs MITA Framework, industry standards, and other nationally recognized messaging and technology standards for interaction with the Exchange, or state Health Information Exchanges (HIE), or any other state agencies to allow intrastate agency interoperability.</p>	<p>The Solution employs MITA Framework, industry standards, and other nationally recognized messaging and technology standards with the Exchange, or regional Health Information Exchanges (HIE), or any other regional agencies to allow interstate agency interoperability.</p>	<p>The Solution employs MITA Framework, industry standards, and other nationally recognized messaging and technology standards for interaction with the Exchange, or state, regional, and national Health Information Exchanges (HIE), or any other state, regional, or national agencies to allow national interoperability.</p>
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<i>MITA Standard or Condition</i>	<i>Enter Level (1, 2, 3, 4, 5)</i>
<i>Modularity Standard</i>	
Business Architecture (Analytics)	
Information Architecture (Data Warehouse)	
Technical Architecture (Hosting)	
<i>Industry Standards Condition</i>	
Business Architecture (Analytics)	
Information Architecture (Data Warehouse)	
Technical Architecture (Hosting)	
<i>Leverage Condition</i>	
Business Architecture (Analytics)	
Information Architecture (Data Warehouse)	
Technical Architecture (Hosting)	
<i>Business Results Condition</i>	
Business Architecture (Analytics)	
Information Architecture (Data Warehouse)	
Technical Architecture (Hosting)	
<i>Reporting Condition</i>	
Business Architecture (Analytics)	
Information Architecture (Data Warehouse)	
Technical Architecture (Hosting)	
<i>Interoperability Condition</i>	
Business Architecture (Analytics)	
Information Architecture (Data Warehouse)	
Technical Architecture (Hosting)	

NEW YORK STATE DEPARTMENT OF HEALTH
All Payer Database Project: Data Warehouse and Data Analytics

ATTACHMENT 14 - TRANSMITTAL LETTER TEMPLATE

[TO BE COMPLETED ON BIDDER'S LETTERHEAD]

[INSERT CURRENT DATE]

Jay Cooper
New York State Department of Health
Office of Quality and Patient Safety
Administrative Services Unit
Empire State Plaza
Corning Tower, Room ~~1938~~ 2084
Albany, NY 12237

Re: All Payer Database Project: Data Warehouse and Data Analytics

Dear Procurement Coordinator:

- a. Bidder's complete name and address
- b. Legal structure of the entity submitting the proposal
- c. NYS Vendor ID number and DUNS number, if applicable
- d. Name, mailing address, e-mail address, fax number, and telephone number for both the authorized signatory and the person NYSDOH should contact regarding the proposal
- e. Confirmation that the vendor has or will have an office located within 15 miles of the NYS Capitol Building, and that all other activities and work that are not specifically required to be performed in proximity to the NYS Capitol Building will be performed within the continental United States.
- f. Statement that the Bidder has the following experience:
 - i. A minimum of 36 months of experience working healthcare data; and
 - ii. A minimum of 36 months working with Data Warehouse projects; and
 - iii. A minimum of 36 months working with Data Analytics projects
(*Experience acquired concurrently is considered acceptable.*)
- g. Statement that the Bidder will comply with the network security requirements in the RFP
- h. Statement that the Bidder has the ability to provide the implementation of the Interim OHIP Data Mart and Analytics Solution within 9 months of OSC approval or contract start date, whichever is later, and implementation of the Permanent APD Data Warehouse and Analytics Solution within 24 months of this date
- i. Statement that the Bidder has either:
 - i. Included a disclosure of any potential conflict of interest, including but not limited to: all business, financial, or beneficial relationships, or interests in any affiliation or contractual relationship with, any healthcare provider, health insurer, its affiliates, its subsidiaries, or its parent. In cases where such relationship(s) and/or interest(s) exists, the Bidder must describe how an actual or potential conflict of interest and/or disclosure of confidential

NEW YORK STATE DEPARTMENT OF HEALTH
All Payer Database Project: Data Warehouse and Data Analytics

information relating to an award under this contract will be avoided, and the Bidder guarantees knowledge and full compliance with the NYS Public Officers' Law, as amended, including but not limited to Sections 73 and 74, with regard to ethical standards applicable to State employees

OR

- ii. Has no conflict(s) of interest
- j. Statement that the Bidder does/does not propose to utilize the services of a subcontractor(s). If the proposal includes the services of a subcontractor(s), the Bidder should include, in an appendix to the Transmittal Form, a subcontractor summary for each subcontractor, including:
 - i. Complete name of the subcontractor
 - ii. Complete address of the subcontractor
 - iii. General description of the type and scope of work the subcontractor will be performing
 - iv. Percentage of work the subcontractor will be providing
 - v. Statement confirming that the subcontractor is prepared, if requested by NYSDOH, to present evidence of legal authority to do business in NYS, subject to the sole satisfaction of NYSDOH
- k. Bidder attestations:

By signing the Transmittal Form, the bidder certifies that:

- i. It accepts the contract terms and conditions contained in this RFP, including any exhibits and attachments
- ii. it has received and acknowledged all NYSDOH amendments to the RFP, as may be amended
- iii. It is prepared, if requested by NYSDOH, to present evidence of legal authority to do business in NYS, subject to the sole satisfaction of NYSDOH
- iv. It does not qualify its proposal or include any exceptions from the RFP and 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 NYSDOH; and
- v. The proposal will remain valid for a minimum of 365 calendar days from the closing date for submission of proposals.

Signature of Authorized Official

Printed Name of Authorized Official

NEW YORK STATE DEPARTMENT OF HEALTH
All Payer Database Project: Data Warehouse and Data Analytics

ATTACHMENT 15 - LETTER OF INTENT TEMPLATE

This letter of intent to bid should be mailed to the address below and received by the date indicated in the Schedule of Key Events in the RFP.

Jay Cooper
New York State Department of Health
Office of Quality and Patient Safety
Administrative Services Unit
Empire State Plaza
Corning Tower, Room ~~1938~~ 2084
Albany, NY 12237

Dear Mr. Cooper:

_____ has received the Request for Proposals, “All Payer Database Project: Data Warehouse and Data Analytics”.

We intend to submit a proposal to the New York State Department of Health Office of Quality and Patient Safety by the date indicated in the Schedule of Key Events in the RFP.

Sincerely,

Signature

Date

Title

Name of Official Representative

Address

Telephone Number

Email address

ATTACHMENT 16

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.

**ATTACHMENT 17 – STATE DATA CENTER (SDC)
VENDOR AGREEMENT**



**Office of Information
Technology Services**

Memorandum of Understanding

THE OFFICE OF INFORMATION TECHNOLOGY SERVICES (ITS)

AND

Contents

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THIS MEMORANDUM OF UNDERSTANDING and attachments thereto (“MOU”) is between the Office of Information Technology Services (“ITS”) with offices located at State Capitol ESP, Swan Street, Core 4, Albany, NY 12223, and _____ (“Customer”) with offices located at _____, collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, ITS provides centralized information technology services to the State and its governmental entities, sets statewide technology policy and monitors all large technology expenditures in the state, seeking efficiencies, lower costs and innovative solution, and operates data centers housing more than 50 mission critical applications and websites; and

WHEREAS, ITS has a leasehold interest in certain space owned by the College of Nanoscale Science and Engineering (“CNSE”) at 141 Fuller Road, Albany, New York from where it operates one of its data centers (“Leased Premises”); and

WHEREAS, Customer seeks to locate certain customer equipment in the Leased Premises, as further described below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Definitions

- i. “Co-location Space” shall mean the physical space that the Customer Equipment occupies.
- ii. “Leased Premises” shall mean the physical structure or dwelling in which the Co-location Space exists.
- iii. “Customer Equipment” shall mean all Customer-provided Servers or related equipment placed in the Co-location Space.
- iv. “Customer Representatives” shall mean customer’s employees, contractors, authorized vendors, representative, and agents.
- v. “Co-location Support” shall mean physical assistance with Customer Equipment provided by ITS personnel in response to requests by Customer.
- vi. “Tier 3” shall mean that the Co-location Space provides redundant power and cooling, dual powered equipment and multiple uplinks.
- vii. “Visitor Escort” shall mean an ITS Data Center employee who escorts Customer Representatives that have not received security clearance and badge access to the Co-location Space and Leased Premises.

2. Agreement

This MOU consists of this document and the following attachments:

- Attachment 1 - ITS Standard Co-location Service Order Form
- Attachment 2 – Service Desk and Incident Management Policy
- Attachment 3 - ITS Data Center Security Policy
- Attachment 4 - Data Center Co-location Contact/Emergency Contact Information
- Attachment 5 - ITS Equipment Installation Standard
- Attachment 6 - ITS Approved List of Internet Service Providers

3. Services

- i. ITS will provide Customer with Tier 3 Co-location Space and related services at the College of Nanoscale Science And Engineering Facility at 141 Fuller Road, Albany (“Data Center”) at the rates and in accordance with the terms set forth in this MOU.
- ii. Customer Equipment shall be placed in the Co-location Space on dedicated racks but shall not be physically segregated from server equipment belonging to ITS or other ITS co-location customers in the Co-location Space.
- iii. Customer shall receive up to fifteen (15) hours per month of Co-location Support and Visitor Escort Services as part of the monthly co-location fee set forth in Attachment 1 - ITS Standard Co-location Service Order Form. The use by Customer of Co-location Support and Visitor Escort services in excess of fifteen (15) hours per month shall be billed to Customer at the rate set forth in Attachment 1. These services are offered in fifteen hour blocks of time and therefore no refunds of fees shall apply should Customer use less than 15 hours.
- iv. To request Co-location Support or a Visitor Escort, Customer must use the process designated on Attachment 2 – Service Desk and Incident Management Policy or as provided by ITS upon commencement of Co-location.
- v. The use by Customer of additional services in excess of what is included in the monthly co-location fee shall be billed to Customer on an annual basis.

4. Out of Scope

Services not set forth in this MOU or its attachments are not included as part of this scope and shall not be provided under this MOU unless otherwise agreed upon by the Parties in a written

amendment. Customer shall be responsible for its own system applications, application infrastructure, operating systems and devices; including but not limited to LAN connectivity, overall systems management, data encryption across the network, storage, computing, central printing, WAN charges to connect across NYENET to customer locations, storage adapters, and software licensing. Disaster recovery services are not included as part of the co-location services offered under this MOU and tape drives are not supported at the ITS data center. These services are out of scope for ITS and shall not be provided under this MOU.

5. Customer Access to Co-location Space and Security

- i. Customer shall have access to Co-location Space subject to Attachment 3 - ITS Data Center Security Policy, and any additional policies communicated to Customer by ITS.
- ii. To be granted security clearance and badge access to the Co-location Space, Customer Representatives must first be fingerprinted, pass a background check and receive safety and security training as specified on Attachment 3.
- iii. Customer Representatives who have not received a prior security clearance and do not have badge access shall be required to be escorted by a Visitor Escort to gain access to the Leased Premises at the additional rates set forth in Attachment 1. To request a Visitor Escort for a Customer Representative who does not have prior authorization and clearance, Customer must use the request logging system designated by ITS.
- iv. Customer shall be responsible for paying all fees associated with the background checks and security clearance of Customer Representatives.
- v. Customer shall bear sole responsibility for the actions of Customer Representatives.
- vi. Customer shall not permit unescorted persons who have not been authorized to access the Co-location Space entry at any time. Badge access must not be shared or transferred.
- vii. Customer and Customer Representatives shall abide by all Leased Premises and Co-location Space security requirements.
- viii. Customer Representatives shall not touch or tamper with equipment that does not belong to Customer.

6. Price

For the co-location of Customer Equipment, Customer shall pay ITS the rates set forth in Attachment 1. Billing shall commence immediately upon installation of Customer Equipment in the Co-location Space. The rate for power is estimated based on historical usage data and is included on Attachment 1 to aid Customer's budgeting. Power usage rates are not a fixed cost as they are subject to change based on charges by utility companies and the actual monthly rates billed to Customer by ITS may vary.

7. Payment

ITS will submit invoices to Customer monthly with invoices payable within 30 days of the invoice date.

8. Permitted Use

Upon payment of the agreed upon price, Customer is permitted to use the Co-location Space solely for the purpose of installing, maintaining, operating and removing Customer Equipment at Customer's sole expense. Customer may not sub-lease the Co-location Space to a third party or otherwise use it in a manner not specified in this MOU. Customer may bring its tape drives for purposes of performing bulk data loads only. However, the parties agree that no tape storage, regular tape rotations, tape handling, or tape offsite services will be permitted at the Data Center or supported by ITS. Customer's use of Co-location Space must be in compliance with this MOU and any additional policies communicated to Customer by ITS.

9. Effective Date and Term

This MOU shall take effect upon approval by the State Comptroller and Attorney General, and shall be for a term of [to be determined upon award] by agreement of the Parties.

10. Disclaimer of Warranties

ITS does not own the Leased Premises and therefore makes no warranties or representations of any kind whether express or implied for the services provided under this MOU, disclaims any warranties of merchantability or fitness for any particular purpose, and will not be responsible for any damages that may be suffered by Customer.

11. Indemnity

Customer shall indemnify and hold ITS harmless from and against any and all third party claims, judgments, awards, costs, expenses, damages, and liabilities including reasonable attorney fees of whatsoever kind and nature that may be asserted, granted, or imposed against ITS, directly or indirectly, arising from or in connection with this MOU.

12. Amendments

This MOU may be amended at any time by the mutual written agreement of both parties.

Signature Page

NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES

Margaret Miller
Chief Information Officer and Director
State Capitol, Empire State Plaza
P.O. Box 2062, Albany, New York 12220

Signature: _____ Date: _____

CUSTOMER

Chief Financial Officer

Signature: _____ Date: _____

Approved as to Form:
New York State Attorney General

BY: _____

DATE: _____

Approved:
New York State Comptroller

BY: _____

DATE: _____

Attachment 1 – ITS Standard Co-location Order Form

Offering	Details	Unit Cost	Billable Unit
Co-location (bundled)	<p>19" standard rack with 40u max/dedicated</p> <p>Rack PDU's provided – Supports maximum of 5 KW/rack redundant power</p> <p>Up to 15 hours/month of Equipment Support and Visitor Escort services</p> <p>Use of Service Desk for incident reporting and service requests</p> <p>Monitoring and notification of facility outages</p> <p>Set-up of rack and power strips (placement and PDU setup)</p>	Estimated \$2200.00	Monthly/rack
Co-location Electrical Power	For mechanical, cooling and related services	\$475.00 estimated*	Monthly/rack (Actual utility rate/reading)
Co-location Support/ Visitor Escort	In excess of 15 hours/month	\$80.49	Hourly

* Power rates are estimated because it is subject to change based on utility company charges. ITS will bill Customer for power based on actual utility rates.

Attachment 2 – Service Desk and Incident Management Policy

1. As part of Co-location Services, ITS offers incident intake and work request intake 24 x 7 via phone support and email access, to assist in opening, triaging, routing, tracking and escalating incidents and work requests.
2. Authorized Requestors are persons the customer authorizes to contact ITS with respect to customer incidents and/or customer requests related to Co-location Services.
3. Incidents and/or work requests may include adding or removing authorized requestors, requiring a physical presence such as supplying a visitor escort, addressing power issues, resetting cable equipment, inspecting physical systems, and reading of status indicator.
4. Customer must provide at least one authorized requestor prior to commencement of co-location.
5. Additional information regarding procedures will be provided upon commencement of co-location.

Customer Authorized Requestor(s)

Authorized Requestor Name	Email	Phone number

Attachment 3 – ITS Data Center Security Policy

1. Building Access

Building access requires a CNSE badge swipe or escorted visitor access.

2. Data Center Access

Badge swipe and pin # for entry. Badge swipe to exit.

Visitors must be escorted by an ITS employee with badge access. All visitors and escorts must first meet at the CNSE security desk in the NFE building and register to receive a visitor badge. Once at the data center the visitor and escort must both sign a log. The escort is responsible for ensuring that the visitor log is filled out completely and accurately.

Camera monitoring 7 x 24 by on site CNSE Security staff as well as by ITS Operations staff in the Swan Site Command Center.

3. Badge Access

A. Policy

The following criteria are required to receive badge access to the ITS data centers located in CNSE.

- 1) Have a work reason to enter the data center space at CNSE.
- 2) Have a satisfactory CJIS (criminal justice) background check.
- 3) Completed the Privacy and Security of Health Information in New York State (formerly HIPAA) training on the Statewide Learning Management System.
- 4) Completed the CNSE safety training and submitted the requisite form, completely filled out, to CNSE at CNSEEHS@sunycnse.com. This must be renewed annually online.
- 5) CNSE badge request is submitted to its.sm.dc.physical.access.reqs by an authorized requester for the work unit.

B. Process

- 1) Schedule the CNSE safety training by sending an email to CNSEEHHS@sunyncse.com to register. Indicate the Monday you wish to attend. All classes are on Monday from 2 to 4 pm exclusive of holidays.
- 2) After completing the class, scan and submit the completed safety training form with supervisor signature to the CNSE email address indicated on the form (CNSEEHHS@sunyncse.com).
- 3) Complete the Privacy and Security of Health Information in New York State (formerly HIPAA) training on the Statewide Learning Management System.
- 4) Fill out a badge request form (V:\Public\DcOperations\PhysicalAccess\RequestForPhysicalAccessToDataCenter.doc). If not able to access that directory send a request for the forms to oft.sm.dc.physical.access.reqs. The form should be submitted by a valid authorizer (V:\Public\DcOperations\PhysicalAccess\Authorizer List.doc) to its.sm.dc.physical.access.reqs. The form will then be reviewed and sent to CNSE security staff.
- 5) CNSE data center access requires clearance via the Criminal Justice Suitability Determination background check. If not previously completed, contact physical.access.reqs@its.ny.gov to receive the forms and schedule the fingerprinting.
- 6) Go to the CNSE security desk in the NFE building on Tricentennial Drive to receive a badge. Badges are usually ready within 48 hours of submission to CNSE security staff. A picture ID will be required. Note that the badge will not facilitate access to the CNSE data center until a background check is completed.
- 7) Fill out a parking form while at the CNSE security desk to get a parking decal.

4. Data Center Rules

- 1) You must always swipe your badge to enter and exit the CNSE Data Center. If you are entering with someone else who has a CNSE Data Center badge, each of you must swipe your badge separately. No tailgating is allowed. When leaving the data center, you must swipe your badge as well.
- 2) ITS employees with CNSE data center badge access may escort someone that does not have badge access into the data center. If you are escorting someone

who does not have a CNSE badge, you must first go to the CNSE Security Desk to have a visitor badge created for the other person. After entering the Data Center, the visitor must fill in the Data Center Visitor Log and you must sign as the visitor's escort. When leaving the Data Center, the visitor must sign out of the Log. You must remain with the visitor at all times and you are responsible for ensuring that the Visitor Log is completely filled out INCLUDING the DATE and REASON and that the visitor follows all ITS Data Center rules and all CNSE site rules.

- 3) Co-lo customers will be responsible for their own disk retention/destruction policies and processes. ITS assumes no responsibility for disk media removed by the Co-lo customer or their agents.
- 4) This is a VESDA (Very early warning aspirating smoke detection) environment. In order to prevent the possibility of dust entering the area, no cardboard, wood pallets or wooden ladders will be allowed in the Data Center.
- 5) Any IT equipment going into or out of the data center must be vetted through the ERB process to ensure the power and cooling usage is accounted for as well as to provide an accurate inventory.
- 6) Picture taking is expressly prohibited without prior approval from CNSE and the ITS EISO (Enterprise Information Security Office) and the ITS PIO (Public Information Officer). Once pictures have been taken they should be reviewed by the EISO and PIO prior to release.
- 7) Food and beverage are not allowed inside the Data Center.
- 8) If there any issues with your badge pin # (i.e. pin # does not work, forgot the pin) go to the CNSE Security desk in the NFE building. There are two ways to use your badge. If you enter the pin first and then swipe; you don't need to enter the # sign. If you swipe and then enter your pin; you need to follow your pin with the # sign. The first method seems to work better.

5. Visitor Escort Access

Entry to the CNSE Data Center will require CNSE Badge Access (described above) or Visitor Escort by an ITS employee with an approved background check and data center badge access.

Deliveries

Notification must be provided to the Facilities group for all scheduled deliveries to ensure safety and availability of loading platforms or site logistics. All deliveries must be

scheduled a minimum of 96 hours (Four Days) in advance and specific time frames will be allotted.

Freight drivers must sign in at the loading dock. Drivers that need to assist with moving equipment into the data center must be escorted at all times by an ITS employee with badge access to the data center and sign in and out on the Visitor log in the data center.

6. Break/Fix

For instances where a piece of hardware requires a delivery off-hours to CNSE for a repair, please notify the Swan Street Console. Swan Street will notify CNSE security that a delivery will be coming. Small boxes should be delivered to the security desk. If it is a large part that requires Loading Dock delivery off hours, Swan Street will once again notify CNSE security that a part is coming and CNSE Security can take delivery at the loading dock. During regular business hours, please notify the Swan Street Console. Swan Street will notify the Facilities group of the delivery. If the vendor has badge/pin access, the vendor can accept the delivery during normal business hours.

Attachment 4 – ITS Data Center Co-location Contact/Emergency Contact Information

FOR ITS:

CNSE

CNSE NFX

Room 444

141 Fuller Road

Albany, NY 12203

CNSE Security 518-437-8600 or 518-956-7082

CNSE Rally Point 41

CNSE Site ID 95X

ITS Contacts

NAME	TELEPHONE	AREA
Command Center	518 474-8576	Monitoring
Service Desk	1 800 697-1323	Service & Incident Management

Customer must provide ITS with a list of Customer's Emergency Contacts prior to start of Colocation.

Attachment 5 – ITS Data Center Equipment Installation Standards (Co-location)

1. All equipment, cabling, wiring, data connections, etc. being proposed for installation on the raised floor must be listed in an ERB (Equipment Request Board) work request form (ERB-01) and sent to the Data Center Facilities Equipment Installation and Management group (EI&M) for processing and approval in accordance with the ERB procedures.
2. All IT equipment **must** have a primary and secondary power supply. Any exceptions must be approved and may require the requestor to purchase additional rack power distribution devices to insure equipment does not fail when either the primary or secondary power paths are off-line for routine maintenance.
3. All IT equipment must run at 208 volts.
4. All power must run to overhead outlets. Each rack location has two L6-30 outlets; one on primary source and one on secondary source. ITS can provide rack power strips that provide (24) C13 and (6) C19 outlets on each source. Any other power requirements may require the requestor to purchase specialty power distribution “taps” and/or power strips for their equipment.
5. All equipment must be rack mounted.
6. All equipment and cabling must be labeled according to ERB standards.
7. All cabling, including Ethernet, fiber and power cords to/from the equipment, must be neat and run within cable management raceways. All rack doors and panels must be able to be closed.
8. For connectivity to ITS network or computing resources, the EI&M group and authorized representatives will provide and install all Ethernet cabling via patch panel or single runs. All fiber-optic jumpers will be provided by ITS program areas (IATS, SAN, DCN or CNS) which will then be installed by ITS Facilities.
9. Any cables that must be installed by outside providers (Verizon, etc.), including long fiber runs and fiber patch panels, must be coordinated with the EI&M group and run neatly and secured in the overhead cable raceways.
10. Final power connections will be made by authorized ITS Data Center Facilities staff. This includes plugging equipment into electrical receptacles within the racks unless other arrangements are made ahead of time.
11. No cross-connecting of cables, etc. between racks will be allowed unless it is run neat and secured in the overhead cable raceways. All power wiring must be confined to a single rack.

12. Prior to delivery of equipment, a walkthrough must be performed with ITS Data Center Facilities staff, the ERB requestor and other units that have work related to the ERB.
13. Once the ERB is formally approved, Customer needs to arrange for delivery of equipment to the site, bringing the equipment to the rack, racking the equipment, and removing all trash off site. The delivery and installation of the equipment must be scheduled with the Facilities Unit and appropriate site security services for loading dock access. All deliveries require a minimum of 48 hours' notice.
14. The requestor or designee will be present when the equipment is received.
15. No storage of equipment is allowed on any ITS Data Center raised floor space.
16. Any packaging materials that arrive with equipment must be removed by the ERB originator or the equipment installer.
17. A final walkthrough will be performed after the equipment and cabling are installed. Any issues with the installation will be resolved at that time.
18. No doors should be removed from racks. If there is a need to remove a door it will be done under the Facilities Unit supervision.
19. Removal of floor tiles is strictly prohibited.
20. No furniture will be allowed on the raised floors.
21. No printers are allowed on the raised floor.
22. No tape handling or storage is supported at the site.

Attachment 6 – Approved Internet Service Providers

1. Tech Valley
2. Century Link
3. Verizon
4. Fibertech
5. Time Warner Telecom (Level 3)

