AND HEALTH RESEARCH, INC.

Request for Proposals

RFP #20059

AIDS Intervention Management System Activities in New York State

Issued: May 12, 2021

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence the Department of Health's conduct or decision regarding this procurement must be made.

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PERMISSIBLE SUBJECT MATTER CONTACT:

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health identifies the following allowable contact for communications related to the submission of written proposals, written questions, pre-bid questions, and debriefings.

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1.0 CALENDAR OF EVENTS

RFP 20059 – AIDS INTERVENTION MANAGEMENT SYSTEM ACTIVITIES IN NEW YORK STATE)	
EVENT	**DATE**
Issuance of Request for Proposals	May 12, 2021
Deadline for Submission of Written Questions	Questions Due by May 26, 2021, **4:00 p.m. ET**
Responses to Written Questions Posted by DOH	**On or About** June 9, 2021
Deadline for Submission of Proposals	Proposals Due on or before July 1, 2021, **4:00 p.m. ET**
Anticipated Contract Start Date	June 1, 2022

2.0 OVERVIEW

Through this Request for Proposals ("RFP"), the New York State ("State") Department of Health ("DOH") and Health Research, Inc. (HRI) (collectively and hereafter referred to as "the Department"), is seeking competitive proposals from qualified organizations to conduct quality of care reviews, program evaluations, focused clinical studies, and quality improvement activities for health related services provided to individuals enrolled in New York State's (NYS) Medicaid program and all people living with HIV/AIDS (PLWHA), within the purview of the AIDS Intervention Management System (AIMS) program as further detailed in Section 4.0 (Scope of Work). It is the intent of the DOH to award one (1) State contract and one (1) HRI contract from this procurement.

The purpose of this RFP is to select one contractor to assist both the DOH and HRI with AIMS program activities according to the standards and protocols detailed in this procurement. HRI is a not-for-profit corporation affiliated with the DOH whose mission is to independently assist the DOH and to build a healthier future for New York State and beyond through the delivery of funding and program support to further public health and research programs. It is the intent of the DOH and HRI to enter into contracts with the one (1) bidder selected as a result of this RFP.

2.1 Introductory Background

The DOH is the state Medicaid agency for NYS's Medicaid program and is responsible for Medicaid managed care plans (MMC), special needs plans (SNP), managed long-term care plans (MLTC), and Medicaid Fee-for-Service (FFS) recipients. Medicaid populations under the purview of the AIMS program include, but are not limited to, individuals with or at risk of acquiring HIV/AIDS, hepatitis C (HCV), and/or sexually transmitted infections (STIs). The AIMS program was established to fulfill mandates from the federal and state laws and requirements detailed below.

Federal law, Title XIX of the Social Security Act, requires states to review the appropriateness of care provided to recipients in the Medical Assistance program. State law, Section 2803(d) of the Public Health Law, provides authorization for the Commissioner of Health to review the appropriateness and necessity of health care services provided to Medical Assistance program recipients as well as the review of payments made to hospitals through the Medicaid program.

Public Health requirement NYCRR 504.3(a) describes the duties of the provider related to maintenance of records to receive payment and the need to provide records and information upon request of the DOH. Section 365 of the

NYS Social Services Law outlines the “character and adequacy of assistance” regarding “Medical Assistance” and payment of medically necessary care by qualified providers.

Federal legislation regarding Medical Assistance review activities includes the Federal Peer Improvement Act, which requires appropriateness reviews, and the Omnibus Reconciliation Act of 1986, Public Health Law 99-509, Section 9431. The Peer Improvement Act provides states with alternative mechanisms for implementing review activities: contracting with federally designated QIO or QIO-like organizations (subject to 75% federal financial participation) or conducting reviews themselves through a contract with an identified medical review organization (subject to 50% federal financial participation). QIO and QIO-like organizations are further defined in section 3.1 Minimum Qualifications.

2.2 Important Information

The bidder is required to review, and is requested to have legal counsel review, Attachment 8, the DOH Agreement as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of Attachment 8 should the bidder be selected for contract award. Please note that this RFP and the awarded bidder’s proposal will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of Attachment 8, “Standard Clauses for New York State Contracts”, contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between DOH and the successful Bidder. By submitting a response to the RFP, the Bidder agrees to comply with all the provisions of Appendix A.
Note, Attachment 7**,** the Bidder’s Certifications/Acknowledgements, should be submitted and includes a statement that the bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments. It also includes a statement that the bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by a bidder to this RFP should be submitted in writing using the process set forth in Section 5.2 (Questions) prior to the deadline for submission of written questions indicated in Section 1.0 (Calendar of Events). Any amendments DOH makes to the RFP as a result of questions and answers will be publicized on the DOH web site.

In addition to State funds, a portion of the award made as a result of this RFP may be supported by federal funds administered by Health Research, Inc. (HRI). As a result, there may be more than one contract awarded to the winning bidder based on funding streams. Contracts awarded using federal/HRI funds will be issued by HRI, and will utilize contract language provided in **Attachment G**.

The Contractor must maintain an active registration in the System for Award Management (SAM) at SAM.gov, have no exclusions or delinquent federal debt.

2.3 Term of the Agreement

This contract term is expected to be for a period of five (5) years commencing on the date shown on the Calendar of Events in Section 1.0., subject to the availability of sufficient funding, successful Contractor performance, and approvals from the New York State Attorney General (AG), the Office of the State Comptroller (OSC); and Health Research Inc.

3.0 BIDDERS QUALIFICATIONS TO PROPOSE

3.1 Minimum Qualifications

The Department will accept proposals from organizations with the following types and levels of experience as a prime Contractor.

- The bidder must be designated by the Centers for Medicare and Medicaid Service (CMS) as a Quality

Improvement Organization (QIO) for NYS or approved for NYS on the list of Certified QIO-like organizations as of the issuance date listed on page 1 of this RFP;

- The bidder **cannot** be a NYS health care facility, an association of health care facilities conducting business in NYS, or an affiliate of a NYS health care facility; and
- Consistent with federal regulations 42 CFR 438.354 regarding standards of independence, the bidder and any subcontractors must attest that they are independent from the State Medicaid program and from any MCO they would be required to review. Such attestation must be included in Attachment 7, the Bidder's Certifications/Acknowledgements.

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.

Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

4.0 SCOPE OF WORK

This section describes the services that are required to be provided by the selected bidder. The selected bidder must be able to provide all of these services throughout the contract term.

PLEASE NOTE: Bidders will be requested to provide responses that address all of the requirements of this RFP as part of its Technical Proposal.

For purposes of this RFP, the use of the terms "shall", "must" and "will" are used interchangeably when describing the Contractor's/Bidder's duties.

It is a priority of the New York State Department of Health AIDS Institute (NYSDOH AI) to ensure individuals with or at risk of acquiring HIV/AIDS, HCV, and/or STIs have access to quality health care and achieve equity in health status. Health equity is achieved when no one is limited in achieving good health because of their social position or any other social determinant of health. Equitable service delivery is an important component in achieving health equity. Equitable refers to just or fair action – giving to each according to need.

4.1 Tasks/Deliverables

The Contractor shall complete all activities as described in the following subsections. Some projects will not be conducted every year. In addition, it is possible that, over the five-year contract period resulting from this RFP, changes in the health care system and emerging health issues may require modifications to the work required and/or populations reviewed. Workload and volume projections included in Attachment F of this RFP are based upon information available at the time of the RFP issuance and should be considered estimates. The workload and volume projections provided do not represent a commitment or guarantee of future workload or review volumes. DOH will collaborate with the contractor each contract year to finalize review activities based on changing needs and priorities.

The Contractor will be required to work collaboratively with the NYSDOH AI, Medicaid plans, and providers when completing the activities below. All materials and methodologies must be approved by NYSDOH AI prior to implementation. The Contractor will be expected to attend meetings, as detailed in the scope of work below, with NYSDOH AI staff to discuss contract activities.

The Contractor shall use nationally defined/accepted medical criteria to conduct its Medicaid reviews except where criteria is prescribed or modified by the NYSDOH AI, as in the case of HIV and HCV care. The Contractor shall submit a detailed description of the criteria to be used in their review under this contract within in ten (10) business days of the request by the DOH.

The Contractor will be monitored and evaluated to determine its success in implementing a cost-effective system for conducting the activities set forth in this RFP. The Contractor will also be evaluated on an estimation of likely performance in the following areas:

- Ability to work cooperatively with the NYSDOH AI, including responsiveness and flexibility;
- The performance of the reviews, as outlined in the scope of work, including the accuracy of its review determinations;
- The accurate reporting of review findings, delivered in accordance with the modality and timeframes determined by the NYSDOH AI; and
- Maintenance of a complete and accurate database, as agreed upon through the procurement process, containing review results and inpatient paid claims files and claims detail.

The NYSDOH AI will monitor contractor performance through a variety of methods, including the reporting processes outlined in Section 4.3. In the event the NYSDOH AI determines that the contractor's performance is unsatisfactory, the contractor may be placed on corrective action to address deficiencies.

A. Quality of Care Reviews

At the direction of the NYSDOH AI, the Contractor will conduct quality of care reviews, program evaluations, focused clinical studies, and quality improvement activities for health related services rendered to individuals with or at risk of acquiring HIV/AIDS, HCV, and/or STIs at sites of care designated by the NYSDOH AI, including, but not limited to: acute, long term, ambulatory, and correctional settings throughout NYS. Such activities will assist the NYSDOH AI in ensuring health related services provided to individuals enrolled in the State's Medicaid program and all PLWHA, within the purview of the AIMS program, are appropriate, necessary, and equitable.

This review process, which will be conducted in accordance with clinical practice guidelines established by the NYSDOH AI, will identify and monitor issues and concerns relative to the care and treatment provided to populations under the purview of the AIMS program. The Contractor's work will involve services provided to the Medicaid population, whereas at least 55% of cases reviewed must involve a Medicaid recipient. The NYSDOH AI will be responsible for follow-up with providers for review results that indicate a need for improvement.

Most quality reviews are conducted with established hospital-based and community clinic sites. The Contractor will be expected to obtain medical charts for review and, when necessary, provide technical assistance on the chart submission process to approximately 1,000 sites annually. Some review sites include private physician offices, which may require that the Contractor to invest additional support staff time and administrative activities to collect data/records from the private providers. Potential private provider reviews include the HIV Special Needs Plans quality reviews and focused clinical studies. For each quality of care review, the NYSDOH AI will work with the contractor to identify a list of sites of care that will be required to provide medical charts for review.

Quality of care review activities are conducted remotely, unless otherwise specified, and must meet HIPAA requirements and comply with the laws and regulations of the United States Codified in 42 CFR Part 2 (the Federal Confidentiality Law), Chapter 584 of the laws of the State of New York (the New York State HIV Confidentiality Law), and the applicable portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and the Confidentiality of HIV Related Information).

A.1 Ambulatory Care Reviews

At the direction of the NYSDOH AI, the Contractor shall conduct quality of care reviews for services provided to individuals with or at risk of acquiring HIV/AIDS, HCV, and/or STIs at hospital outpatient departments and primary care provider sites. Ambulatory care reviews are typically conducted remotely. Each medical record selected for review requires the application of up to ten quality of care review tools, with an average of five (5) tools being used. The actual number of review tools required is determined by the NYSDOH AI and contractor during the planning period for each review. Please refer to section 4.1.E of the RFP for further information on review tool and data management requirements for the AIMS program.

Based on feedback from NYSDOH AI, the Contractor will be responsible for developing and applying a sampling method for medical record selection, collecting and compiling data, and preparing reports that describe the performance of each provider reviewed. Based upon the size and complexity of the reviews, such data and reports will be submitted to the NYSDOH AI by the deadline determined by NYSDOH AI and the Contractor for

that review and, as requested, to the reviewed providers. Deadlines for reviews will be determined at the start of each contract year when review activities are finalized. Follow-up on unsatisfactory areas of performance is the responsibility of NYSDOH AI staff.

Reviews could include, but are not limited to, the following topics:

- **Hepatitis C Infection:** HCV infection is the leading cause of serious liver disease in the United States. Untreated HCV can lead to cirrhosis, liver cancer or liver transplantation. On March 16, 2018, NYS Governor Andrew Cuomo announced New York's commitment to eliminating HCV by increasing access to HCV treatment, expanding comprehensive programs, and enhancing treatment services for those at-risk. Quality reviews are an essential piece to monitoring progress towards HCV elimination.
- **HIV Testing:** The goal of identifying persons with HIV who remain undiagnosed and linking them to health care is a pivotal piece of the Ending the Epidemic (ETE) Blueprint Recommendations. Reviews will be conducted to assess HIV testing practices as part of routine medical care.
- **Post-Exposure Prophylaxis (PEP):** PEP is a medicine that an individual can take if they are HIV negative and believe they may have been exposed to HIV. PEP needs to be taken as soon as possible after exposure, ideally within two (2) hours. The sooner PEP is taken, the more likely it is to stop HIV infection. Reviews will be conducted to assess PEP prescribing practices and adherence to recommended clinical guidelines.
- **Pre-Exposure Prophylaxis (PrEP):** PrEP is a daily medicine that reduces the risk of HIV acquisition in sexually active males and females. PrEP is one piece of a comprehensive plan to reduce the risk of HIV. Reviews will be conducted to assess PrEP prescribing practices and adherence to clinical guidelines including STI testing.
- **Congenital Syphilis:** Rates of primary and secondary syphilis continue to rise among women of childbearing age. All women should be screened for syphilis at the time pregnancy is first identified and again upon delivery. Sexual health should be a part of routine prenatal care, regardless of the outcome of the first syphilis test. Reviews will be conducted of prenatal syphilis testing practices as part of routine medical care.
- **STI Testing Practices:** Nearly 2.5 million cases of chlamydia, gonorrhea, and syphilis were diagnosed in the United States in 2018 with rates of these STIs increasing each year in New York State. An important part of STI prevention is screening and treatment with a recommended regimen. It is anticipated that a review would analyze the multiple aspects of STIs including adhering to the recommended screening and treatment regimens.
- **Emerging Health Issues:** As NYS expands its vision to end the HIV epidemic beyond 2020, it is expected that health system changes and emerging health issues will drive other ambulatory care reviews over the five-year contract period resulting from this RFP. Quality reviews will be an essential piece to monitoring such changes.

Specific tasks for ambulatory care reviews include:

a. Assist the NYSDOH AI in preparing data specifications for the measurement year;
b. Develop and revise as needed, the data submission tool and supporting documentation for the measurement year (including submission of guidance documents);
c. Train reviewers on data collection tool and instructions;
d. Send electronic correspondence to providers requesting data or medical records;
e. Validate data files to ensure data compliance with specifications. If discrepancies are found, the Contractor will work with providers to reconcile files;
f. Provide technical assistance to providers regarding data element formats and submission tool issues;
g. Collect data and input to data collection tool/database;
h. Prepare reports, as requested by the NYSDOH AI within the timeframe mutually agreed upon; and
i. Upon request, the Contractor will transfer the data files to the NYSDOH AI or to a designated organization. Refer to Attachment H, Sample Data Use Agreement.

A.2 Department of Corrections and Community Supervision (DOCCS) and County/Local Jails

Section 206 of the State public health law mandates the NYSDOH AI to review policies and practices in facilities operated by DOCCS as well as county and local jail facilities. The DOCCS and jail systems are required to apply

the standards of HIV/AIDS and HCV care as set forth by the NYSDOH AI. DOCCS and jail system reviews are separate from each other and will entail the following:

- **DOCCS Reviews:** Each year of the contract, the Contractor will assess a different "hub" or regional grouping of prisons. There are approximately 52 DOCCS facilities distributed across nine (9) hubs. The number of patients involved will vary based on the group of prisons selected because the prison population is constantly changing. The Contractor should anticipate a potential increase or decrease in the number of reviews planned for a given review year. All DOCCS reviews occur on-site. The Contractor will be expected to deploy staff to the assigned hub each year to review approximately 150 to 300 medical charts.
- **County/Local Jail Reviews:** Oversight responsibility of county and local jails varies throughout the State. Policy reviews will be conducted to assess compliance with public health law and the HIV/AIDS and HCV care standards set forth by the NYSDOH AI. The Contractor will also review medical records to assess the quality of care provided by the county/local jails. County/local jail reviews typically occur remotely. Two jail system reviews occurred during the last five-year contract.

By law, at least one DOCCS or jail system review must occur each contract year. Medical chart review tools will be revised in accordance with clinical practice guidelines established by the NYSDOH AI. The Contractor will provide the review data results to the NYSDOH AI, as well as the DOCCS or Jail facilities as needed.

Specific tasks for DOCCS and County/Local Jail reviews include:

a. Assist the NYSDOH AI in preparing/revising data specifications for the measurement year;
b. Develop and/or revise, as needed, the data collection tool and supporting documentation for the measurement year;
c. Train reviewers on data collection tool and instructions;
d. Send electronic correspondence to providers notifying of review scope and dates of visit and arrange for onsite medical record review;
e. Prepare data analysis plan outlining approach to analysis and proposed table/chart displays and submit to NYSDOH AI for review;
f. Collect data and input to data collection tool/database; and
g. Prepare draft report and submit to NYSDOH AI for review, incorporate NYSDOH AI comments, and submit final report.

A.3 Maternal-Pediatric Prevention and Care (MPPC)

At the direction of the NYSDOH AI, the Contractor will conduct MPPC program reviews of care rendered to HIV-positive mothers and their HIV-exposed newborns to monitor services intended to prevent perinatal transmission of HIV. Additionally, the Contractor will conduct chart reviews to validate the NYS third trimester HIV testing rate against NYSDOH AI data collected from the Newborn Screening program.

The maternal medical record progress notes will be reviewed for documentation of sexual partner(s) HIV status and/or if the partner was tested or referred for HIV testing. Postpartum appointment scheduling (completion) and viral load testing (status) at the time of appointment will be assessed. The review will also capture the time frame between initiation of antiretrovirals (ARVs) and achievement of viral load suppression, as applicable.

The reviews span and may include medical records from four (4) levels of care: prenatal, perinatal, post-partum, and pediatric. It is the Contractor's responsibility to locate, track, and solicit charts applicable to each level of care for every DOH identified newborn. Each medical record selected for the MPPC program review is assessed using the tool designed for that level of care. The tools are developed in collaboration with the NYSDOH AI to reflect current standards of care and to collect descriptive data on characteristics of and care provided to the individual cases reviewed. The NYSDOH AI will provide case identification information to the Contractor. Please refer to section 4.1.E of the RFP for further information on review tool and data management requirements for the AIMS program.

The Contractor will provide the review data results to the NYSDOH AI for use in studies, reports, policy decisions, and program planning.

Specific tasks for MPPC reviews include:

a. Assist the NYSDOH AI in preparing data specifications for the measurement year;
b. Develop and revise as needed, the data submission tool and supporting documentation for the measurement year (including submission of guidance documents);
c. Train reviewers on data collection tool and instructions;
d. Send electronic correspondence to providers requesting data or medical records;
e. Prepare data analysis plan outlining approach to analysis and proposed table/chart displays and submit to NYSDOH AI for review;
f. Collect data and input to data collection tool/database;
g. Prepare draft report and submit to NYSDOH AI for review, incorporate NYSDOH AI comments, and submit final report; and
h. Contractor will transfer the data files to the NYSDOH AI.

A.4 Focused Clinical Studies

The Focused Clinical Studies will look at aspects of care and outcomes for individuals with, or at risk of acquiring HIV/AIDS, HCV, and/or STIs. The Contractor will work cooperatively with the NYSDOH AI during the five-year contract period in designing and conducting such focused clinical studies. The purpose of all studies is to obtain valid information that will enable the NYSDOH AI to make an assessment regarding the quality of care and collectively develop an effective process to improve care in those areas.

Focused studies will center on specific clinical areas of interest (examples listed below) and involve retrospective medical record reviews, data collection activities, review of administrative data systems, and analysis. Focused studies evaluate health service delivery issues such as coordination, continuity, access, and availability of needed services. Some focused clinical studies will be more complex in nature due to the quantity of data abstracted, multi-indicator comparison, and complexity of reporting. For the purpose of this RFP, studies that require this higher level of effort, based upon the aim of the study and the number of review tools implemented, will be referred to as complex focused clinical studies.

The NYSDOH AI, in collaboration with the contractor, will define the specific aim of the study, the stated goal(s), sample methodology, intended use of the data, type of data to be collected, the tools and guidelines to be used, and the statistical tests to be performed on the data.

It is anticipated that approximately four (4) focused clinical studies will be conducted annually with approximately 3,000 records per study. Each medical record selected for review requires the application of up to ten (10), with an average of five (5), quality of care review tools as determined by the NYSDOH AI. Contractor reporting is anticipated for two (2) of the four (4) planned studies. The remaining two (2) studies will require only data submission to the NYSDOH AI. Approximately one (1) of the four (4) annual focused clinical studies will be a complex focused clinical study, requiring about (10) quality of care review tools and complex, multi-indicator comparison reporting. Please refer to section 4.1.E of the RFP for further information on review tool and data management requirements for the AIMS program.

Focused Clinical Study topics may include:

- **Viral Load Suppression:** Recent data shows approximately 14,000 HIV-infected persons who are receiving care are not maintaining viral load suppression. Viral load suppression is not only important for the health of people with HIV but, because persons with suppressed viral loads cannot transmit HIV to their sexual partners, suppression is also important from a public health perspective. It is anticipated that a study to identify causes and a range of solutions to this issue may be pursued.
- **HIV/AIDS and Aging:** NYS is home to more than 100,000 PLWHA. Many of these individuals are older adults who have complicated health, behavioral health, and long-term care needs. A study which examines the various aspects of HIV/AIDS and aging is anticipated.
- **Health Equity:** Health disparities are differences in the rates of disease and health status among groups of people. Most health disparities impact populations defined by socioeconomic status, age, race or ethnicity, sexual orientation, gender identity, disability status, geographic location, or a combination of these factors. Individuals with or at risk of acquiring HIV/AIDS, HCV, and/or STIs are often profoundly affected by health disparities. It is anticipated that studies to understand the extent of these disparities across healthcare settings and identify a range of solutions to achieve greater health equity may be pursued. An example of a health equity-related study could be to understand what factors are associated

with improved health outcomes for HIV-positive mothers and their newborns.

- **Health Homes:** PLWHA who are high utilizers of Medicaid-funded services may be assigned to Health Homes to better manage and coordinate their care. The DOH may require an assessment of the impact of Health Home participation by PLWHA on cost and outcomes of their care as a focused study.
- **HIV/AIDS Mortality:** To understand the primary and contributory factors of mortality among PLWHA, it is necessary to analyze existing data and review clinical records to better understand the factors leading to death. This information may inform development of quality measures that address the common preventable causes of death.
- **Congenital Syphilis:** Rates of primary and secondary syphilis continue to rise among women of childbearing age. All women should be screened for syphilis at the time pregnancy is first identified and again upon delivery. Sexual health should be a part of routine prenatal care, regardless of the outcome of the first syphilis test. A review of prenatal syphilis testing is anticipated.
- **STI Testing Practices:** Nearly 2.5 million cases of chlamydia, gonorrhea, and syphilis were diagnosed in the United States in 2018 with rates of these STIs increasing each year in New York State. An important part of STI prevention is screening and treatment with a recommended regimen. It is anticipated that a study would analyze the multiple aspects of STIs including recommended screening and treatment regimens.
- **Drug User Health:** Drug use is associated with several unique health risks and people who use drugs are less likely to access health care on a regular basis. Drug user health encompasses many different areas including medically assisted treatment, buprenorphine prescribing, opioid overdose prevention, linkage and navigation services, and patient-centered, culturally competent care. A study which examines the various aspects of drug user health is anticipated.
- **Social Determinants of Health (SDOH):** SDOH are defined as the conditions in which people are born, live, grow, work, and age. Examples of social determinants that lead to positive health outcomes include adequate income; secure employment and good working conditions; quality education; safe neighborhoods and housing; food security; access to social support networks; good health care services and freedom from racism and other forms of discrimination. These conditions affect a wide range of health risks and outcomes, especially for individuals with or at risk of acquiring HIV/AIDS, HCV, and/or STIs. A review of SDOH impacting populations under the purview of the AIMS program is anticipated.
- **Expedited Partner Therapy (EPT):** EPT allows health care providers to provide a patient with either antibiotics or a written prescription, intended for the patients' sexual partner(s). EPT is a strategy that can serve as an alternative to referring sexual partner(s) for clinical examination when they are unable, unlikely, or unwilling to seek care. A study of EPT is anticipated.
- **Emerging Health Issues:** As NYS expands its vision to end the HIV/AIDS epidemic beyond 2020, it is expected that health system changes and emerging health issues will drive other focused clinical studies over the five-year contract period resulting from this RFP. Studies on health system changes and emerging health issues should be anticipated.

Specific tasks for Focused Clinical Studies include:

a. Conduct conference call(s) to discuss proposal topics with NYSDOH AI staff;
b. Prepare study design for the topic selected by NYSDOH AI. Study design will include definition of study aim, measurement indicators, methodology (including definition of study population and sampling techniques), data collection, and data analysis and interpretation);
c. Prepare electronic data collection tools and instructions and submit to NYSDOH AI for review and approval;
d. Pilot the review tools and adjust, as needed;
e. Train reviewers on data collection tools and instructions;
f. Send electronic correspondence to providers requesting data or medical records;
g. Prepare data analysis plan outlining approach to analysis and proposed table/chart displays and submit to NYSDOH AI for review;
h. Collect data and input into the data collection tool/database as further described in Section 4.4;
i. For reviews requiring reporting, prepare draft report and submit to NYSDOH AI for review, incorporate NYSDOH AI comments, and submit final report.
j. Upon NYDDOH AI's request, the Contractor will transfer the data files to the NYSDOH AI or to a designated organization; and

k. Present findings in person or remotely to providers and NYSDOH AI staff, upon request.

A.5 Case List Development and Preparation Project

The contractor will implement a process by which every provider identified by NYSDOH AI shall submit a spreadsheet of all adult and adolescent individuals receiving HIV services, including selected demographic and clinical data determined by NYSDOH AI, to the contractor. The contractor is responsible for ensuring accuracy and completeness of the case list. The most recently developed case list was completed for the 2018 census and consisted of 244 provider sites submitting data for 80,340 patients. The spreadsheet captured fifteen (15) data fields, including patient identifiers, basic demographics, and limited clinical data. The contractor would be expected to continue working with the provider sites until every case list is complete and as accurate as can be determined. This process is conducted remotely and must meet HIPAA requirements and comply with the laws and regulations of the United States Codified in 42 CFR Part 2 (the Federal Confidentiality Law), Chapter 584 of the laws of the State of New York (the New York State HIV Confidentiality Law), and the applicable portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and the Confidentiality of HIV Related Information).

Case list preparation will occur annually. However, emerging health issues and system changes may impact the frequency of case list preparation.

Specific tasks in calculation of case list preparation include:

a. Yearly, assist NYSDOH AI in preparing data specifications for the measurement year;
b. Develop and revise as needed, the data submission tool and supporting documentation for the measurement year (including submission of guidance documents);
c. Validate data files to ensure data compliance with specifications. If discrepancies are found, the Contractor will work with providers to reconcile files;
d. Compile the provider-submitted data files into one data set to be used by NYSDOH AI;
e. Provide technical assistance to providers regarding data element formats and submission tool issues;
f. Develop a database to house the case list data that can be used for planning reviews at facilities and conducting analyses;
g. Prepare standard reports, such as a case list summary by facility, payer distribution reports both statewide and by facility, and additional reports as requested by NYSDOH AI; and
h. Upon request, the Contractor will transfer the case list data files to NYSDOH AI or to an individual or organization designated to conduct advanced analytical studies that require this data. Refer to Attachment H, Sample Data Use Agreement.

B. AIMS Managed Care Responsibilities

The Contractor will conduct remote contractual quality and compliance reviews of Medicaid Managed Care (MMC) plans, focusing on, but not limited to, these processes:

B.1 Verification of Eligibility for HIV-SNP Enrollment:

The Contractor will conduct administrative and medical record reviews to verify documentation of eligibility status of HIV-SNP enrollees (Section 6.11 of the Medicaid Managed Care contract). Up to 100% of HIV-SNP enrollee files may be reviewed, although, at the direction of the NYSDOH AI, sampling may be applied if the enrollment levels exceed available review resources.

Additionally, the MMC contract specifies activities HIV-SNPs are required to perform for new enrollees, including timely orientation, assignment of primary care provider (PCP), and assignment of a case manager (Section 10.34 of the Medicaid Managed Care contract). Specifics are available by accessing.

B.2 Coordination of Care for Enrollees with HIV:

The Contractor will review new enrollee documentation for MMC enrollees living with HIV for completion of comprehensive assessments within required time frames. The Contractor will assess whether needs identified in the initial assessment, specifically mental health, chemical dependence, and treatment adherence, become part of the person-centered plan of care. These requirements are delineated in the MMC contract, Section 10.34.

Additionally, the Contractor will review documentation of MMC ongoing assessment of care management needs

and efforts to find and re-engage enrollees who are lost to follow-up. The requirements are delineated in the MMC contract, Section 10.34. These reviews include assessment of the MMC's collaboration and coordination with health homes or other programs to which members may be assigned.

B.3 Quality of Care (QOC) Medical Record Reviews for MMC enrollees living with HIV:
Every year, the Contractor will conduct at least one medical record review to assess the quality of care provided to MMC enrollees living with HIV. These reviews are conducted remotely and considered complex in nature due to the quantity of data abstracted, multi-indicator comparison, and complexity of reporting. The Contractor will apply existing clinical review tools and/or new or revised tools to measure performance of the plans' providers. This review monitors standards of care and treatment provided to MMC enrollees living with HIV as well as selected outcomes and provides the MMC plans with data they can use to initiate quality improvement activities with their providers. The 2019 QOC review included a sample of 2,780 enrollees with the application of ten (10) abstraction tools and development of over 20 data reports.

Specific tasks for AIMS Managed Care reviews include:

a. Assist the NYSDOH AI in preparing data specifications for the measurement year;
b. Develop and revise as needed, the data submission tool and supporting documentation for the measurement year (including submission of guidance documents);
c. Train reviewers on data collection tool and instructions as detailed in Section 4.2;
d. Send electronic correspondence to providers requesting data or medical records;
e. Prepare data analysis plan outlining approach to analysis and proposed table/chart displays and submit to NYSDOH AI for review;
f. Collect data and input to data collection tool/database;
g. Prepare draft report and submit to NYSDOH AI for review, incorporate NYSDOH AI comments and submit final report;
h. Upon request, the Contractor will transfer the data files to the individual organizations reviewed or to the NYSDOH AI; and
i. Present findings to providers and NYSDOH AI staff.

C. Policy and Procedure Documentation Reviews
At the discretion of the NYSDOH AI, the Contractor will be requested to develop review tools and conduct reviews of provider policy and procedure documentation. Policies will need to meet clinical guideline standards, public health law, and regulatory requirements. Review topics may include but not be limited to any of the topics outlined in the scope of work of this RFP.

Specific tasks for Policy and Procedure Reviews include:

a. Conduct conference call(s) to discuss review topics with NYSDOH AI staff;
b. Prepare study design for the topic selected by NYSDOH AI. Study design will include definition of study aim, measurement indicators, and data collection;
c. Prepare electronic data collection tool and instructions, and submit to NYSDOH AI for review;
d. Pilot the review tools and adjust, as needed;
e. Train reviewers on review tool and instructions;
f. Send electronic correspondence to providers requesting policy documentation;
g. Review policy documentation;
h. If discrepancies are found, the Contractor will work with providers to revise documentation. Several attempts may be required to bring documentation in line with required elements; and
i. Present findings to NYSDOH AI staff.

D. Detailing / Quality Improvement Technical Assistance
At the discretion of the NYSDOH AI, the Contractor will be requested to develop and implement technical assistance and/or training activities to enable providers to develop approaches to improve the quality of their care and to utilize data and data systems to improve quality. Participants may include providers, Medicaid MCOs, and others with a vested interest in or responsibility for quality of care for a specified population. The format of the support would depend on the identified needs and could include group activities, individual support, development of support materials, webinars, etc. It is estimated that up to 200 hours of effort annually by qualified individuals with expertise in quality improvement would be required for this deliverable.

Topics could include, but are not limited to:

- **Rapid Access to Treatment:** NYSDOH AI Clinical Guidelines recommend treatment for all patients with confirmed HIV/AIDS infection regardless of CD4 count or viral load. Rapid access to treatment includes Antiretroviral Therapy (ART) initiation within three (3) days of diagnosis. The public health benefits of sustained viral load suppression include protecting the partners of PLWHA and decreasing the risk of HIV transmission in communities throughout NYS.
- **PrEP:** PrEP provides a daily medication regimen to reduce the risk of HIV acquisition in sexually active males and females. PrEP is one component of a comprehensive plan to reduce the risk of HIV/AIDS.

E. Review Tool and Data Management

As noted in sections 4.1.A, 4.1.B, and 4.1.C of the RFP, the Contractor will be responsible for the development of electronic data collection tools, medical chart submission guidance, and process to extract data from patient charts.

The number of electronic data collection tools needed per review will vary based on nature of the review. The Contractor shall develop and revise (as needed) all electronic data collection tools and supporting documentation (including submission of guidance documents) necessary to meet the objectives of each review. The Contractor will be expected to repurpose and revise existing tools when feasible. It is anticipated that the Contractor will approximately develop five (5) tools and revise ten (10) existing tools each year.

Once the tools are approved by the NYSDOH AI, the Contractor is responsible for piloting and implementing of review tools for each review, including:

- Piloting the review tools, ensuring accuracy with data extraction and adjusting as needed;
- Developing a data extraction process, including written instructions; and
- Training clinical staff reviewers on the data collection tools and instructions.

It is expected piloting and implementation of review tools will be required for approximately 15 reviews each year.

In addition, the Contractor will be responsible for the management of the data collected from each review, as well as data analysis and reporting as outlined in sections 4.1.A, 4.1.B, and 4.1.C of the RFP. Data analysis may include basic descriptive statistics (counts, means, medians, standard deviations) and other statistical tests such as regression analysis, analysis of variance (ANOVA) and Pearson's chi-square. Please refer to section 4.3 of the RFP for further information on data management and reporting requirements for the AIMS program.

4.2 Staffing

A. General Requirements

The Contractor must ensure that the AIMS program is adequately staffed with experienced, knowledgeable personnel who can meet all responsibilities outlined in this RFP. The Contractor will conduct recruitment, organization and training efforts that will provide for an adequate number of appropriately trained and qualified individuals to coordinate, manage and perform the tasks and deliverables outlined in Section 4.0 of this RFP. At a minimum, the Contractor will provide the following staff:

AIMS Program Director – The AIMS Program Director is responsible for the overall oversight and operation of the AIMS program, including assuring that the Contractor meets all contractual obligations and that all AIMS activities are completed on time and to the full satisfaction of the DOH. Experience and qualifications for this position are detailed in Section 4.2.B of the RFP.

Project Directors – The Project Directors are responsible for the oversight of day-to-day activities of the AIMS program, including providing expert consultation on all activities detailed in Section 4.0 of this RFP and serving as the primary liaisons to the NYSDOH AI. The Contractor will provide at least two (2) Project Directors to adequately manage the development and implementation of AIMS program reviews and data analysis operations. Experience and qualifications for these positions are detailed in Section 4.2.B of the RFP.

Clinical Staff – The Contractor will provide adequate clinical staff required to conduct medical record reviews, develop or update medical record abstraction tools, analyze clinical standards and prepare guidelines, conduct

focused clinical studies, and prepare clinical finding reports and presentations. Experience and qualifications for these positions are detailed in Section 4.2.B of the RFP.

Data and Systems Analysts—The Contractor will provide adequate staffing of Data and Systems Analysts to conduct clinical data validation, research and study design, data analysis, computer programming, information technology and development of web-based tools, statistical analysis, survey design and administration, and technical report writing. Experience and qualifications for these positions are detailed in Section 4.2.B of the RFP.

The Contractor must provide the NYSDOH AI, within 30 days of the contract start date and annually thereafter, an updated project organizational chart, depicting each functional unit of the organization and relationships with major subcontractors. The names of management personnel must be shown on the organizational chart. Job descriptions and résumés of all key staff, minimally the AIMS Director and project directors, must also be provided to the NYSDOH AI within 30 days of the start date and upon any change once a contract is in place. The NYSDOH AI reserves the right to interview and approve all key staff.

B. Staff Experience and Qualifications

At a minimum, the Contractor will ensure the staff listed in Section 4.2.A of the RFP meet following experience and qualifications:

AIMS Program Director – The AIMS Program Director must possess a minimum of a Bachelor's degree in a related field and six years of experience in the direction and/or management of quality of care reviews, program evaluations, focused clinical studies, or quality improvement activities in a public health setting. At least three years of experience must have included grant/contract management. The AIMS Program Director must have experience in and knowledge of the continuums of care for HIV/AIDS, HCV and/or STIs, as well as skills necessary to effectively advance health equity. A Master's degree in a related field may substitute for one year of experience. A doctoral degree in a related field may substitute for three years of experience.

Project Directors – The project directors must possess a minimum of a Bachelor's degree in a related field and five years of experience in the management of quality of care reviews, program evaluations, focused clinical studies, quality improvement, or data management/analysis activities in a public health setting. The project directors must have experience in and knowledge of the continuums of care for HIV/AIDS, HCV and/or STIs, as well as skills necessary to effectively advance health equity. A Master's degree in a related field may substitute for one year of experience. A doctoral degree in a related field may substitute for three years of experience.

Clinical Staff – Clinical staff must be comprised of physicians, nurses and other health care professionals with experience and training necessary to conduct the required review activities, including staff with demonstrated experience and knowledge of: primary care (family practice, internal medicine, pediatrics, obstetrics/gynecology and/or public health), Medicaid benefits, policies, data systems and processes, managed care delivery systems, quality assessment and improvement methods, and expertise in research and study design. Clinical staff must hold and maintain a current and valid NY license to practice in their profession. Experience in and knowledge of the continuums of care for HIV/AIDS, HCV and/or STIs, as well as skills necessary to effectively advance health equity.

Data and Systems Analysts— Staff must be experienced, knowledgeable, and be able to meet all responsibilities outlined in this RFP.

C. Training

The Contractor will be responsible for any training required for physician and non-physician reviewer staff in understanding the following:

- NYSDOH regulations, policies, and procedures regarding Medicaid coverage for hospital, clinic, home health care, and primary care;
- How to conduct medical record reviews and how to abstract information necessary to make a determination from the medical record;
- How to incorporate guidelines and standard practices into review activities;
- How to perform internal quality control monitoring and training to ensure accuracy and consistency in

conducting medical reviews;

- Current practice standards for the treatment and prevention of HIV/AIDS, HCV, and STIs as specified by the NYSDOH AI Clinical Guidelines Program: https://www.hivguidelines.org/; and
- Health equity principles and issues impacting health equity. Health Equity Principles are the concepts of health disparities and health equity are rooted in deeply held American social values and internationally recognized ethical and human rights principles. Drawing on ethical and human rights concepts, key principles underlying the concepts of health disparities and health equity include the following:
    - All people should be valued equally;
    - Health has a particular value for individuals and society as a whole;
    - Nondiscrimination and equality;
    - Rights to health and to a standard of living adequate for health;
    - Health differences negatively affect socially disadvantaged groups and are unacceptable because ill health can be an obstacle to overcoming social disadvantage;
    - Distributive justice – resources needed to be healthy (i.e., the determinants of health, including living and working conditions necessary for health, as well as medical care) should be distributed fairly; and
    - Health equity is the value underlying a commitment to reduce and ultimately eliminate health disparities.

4.3 Reporting

The Contractor will be required to provide reports to the NYSDOH AI on its activities, as outlined in the scope of work, and also to document for payment of services. The contractor agrees to participate in the following monitoring and reporting responsibilities:

1. Collect, organize, and manage data to provide information resources sufficient to operate, manage, and monitor a statewide initiative as set forth in the RFP;
2. Prepare management reports and information which present the information and reports specified in the bidder's work plan;
3. Prepare and submit monthly reports as required by the NYSDOH AI, summarizing all core service activities and deliverables completed during the unit of time, as defined within the scope of work. Monthly reports are due to the NYSDOH AI no later than thirty (30) calendar days following the close of the reporting period;
4. Prepare and submit an annual report as required by the NYSDOH AI, summarizing all core service activities and deliverables completed, including:
    - Executive Summary;
    - Overview and Objectives;
    - Intervention Strategies (methods and criteria);
    - Outcomes (beneficiary and provider outcomes) including clinical performance measures, return on investment (ROI), and qualitative analysis of the program;
    - Data Collection Tools;
    - Resource Materials / Contacts; and
    - Conclusions and Recommendations.

    Annual Reports are due to the NYSDOH AI no later than thirty (30) calendar days following the close of the reporting period;
5. Participate in weekly scheduled conference calls with lead NYSDOH AI staff to review expenditures and progress of the contractor's responsibilities for the period; and
6. Attend up to four (4) virtual or face-to-face meetings in Albany, NY to review findings and report on operations. The use of videoconferencing or phone conferencing systems will be utilized when face-to-face meetings are not possible.

Deadlines and formats for reports will be determined at the start of each contract year when review activities are finalized. All reports shall be provided in an electronic format acceptable to the NYSDOH AI. The NYSDOH AI reserves the right to request reports be prepared based upon statewide, regional, or provider-specific findings, as needed to meet management information needs.

4.4 Information Technology

The Contractor must maintain computer and data collection system(s), including hardware and software used for the AIMS program, and employ staff for information system support, programming, and online support. The system must be able to support required tasks related to case selection, reporting, medical record retrieval (including the use of electronic health records), profiling, and analysis as described in this RFP and attachments. The system must maintain the ability to accept data files in a variety of formats from providers and field staff.

The Contractor's data processing system must provide for data backup and recovery. Disaster planning for off-site secure storage of files and a plan for offsite operation in case of a building disaster is required.
It is expected that the system will operate primarily using administrative data from the DOH, such as Medicaid billing and encounter systems, and the results of the Contractor's review determinations. In order to access Medicaid client data, a Data Exchange Application and Agreement (DEAA) with the Department will be required. Medicaid claims will likely compose the universe from which samples of cases are selected.

In order to maintain data security, the Contractor's data processing system should incorporate:

- Staff training;
- Protection of the individual's privacy, including compliance with HIPAA requirements;
- Physical security;
- Screening process for employees; and
- Passwords.

The application and all systems and components supporting it, including but not limited to any forms and databases that include Personal Health, Personal Identification or other New York State information, must comply with all NYS security policies and standards listed at http://its.ny.gov/tables/technologypolicyindex.htm.

4.5 Security

The selected Contractor shall comply with all privacy and security policies and procedures of the Department (https://its.ny.gov/eiso/policies/security) and applicable state and federal law and administrative guidance with respect to the performance of this contract. The Contractor is required, if applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement (Appendix H) and a Data Use Agreement (DUA) at contract signing.

The Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOH. The Contractor is obligated to ensure any Subcontractor hired by Contractor who stores, processes, analyzes or transmits MCD on behalf of Contractor has the appropriate Security requirements in place. Contractor is required to include in all contracts and Business Associate Agreements with their Subcontractors language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, DOH must be notified immediately.

The contractor is required to maintain and provide to the Department upon request their data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this RFP, including all plans as they relate to subcontractor work where applicable.

The contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.

The Contractor will comply fully with all current and future updates of the security procedures of the NYSDOH AI, as well as with all applicable State and federal requirements, in performance of this contract.

4.6 Transition

The transition represents a period when the current contract activities performed by the Contractor must be turned over to the Department, another Department agent or successor Contractor during or at the end of the contract.

The Contractor shall ensure that any transition to the Department, Departmental agency or successor Contractor be done in a way that provides the Department with uninterrupted services. This includes a complete and total transfer of all data, files, reports, and records generated from the inception of the contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract.

The contractor shall provide technical and business process support as necessary and required by the Department to transition and assume contract requirements to the Department or another Department agent should that be required during or at the end of the contract.

The contractor shall manage and maintain the appropriate number of staff to meet all requirements listed in the RFP during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

The contractor is required to develop a work plan and timeline to securely and smoothly transfer any data and records generated from the inception of the Contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract. The finalized plan and documentation must be submitted to the Department no later than four (4) months before the last day of its contract with the Department of Health or upon request of the Department.

5.0 ADMINISTRATIVE INFORMATION

The following administrative information will apply to this RFP. Failure to comply fully with this information may result in disqualification of your proposal.

5.1 Restricted Period

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals (“RFP”), Invitation for Bids (“IFB”), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with DOH and ending with the final contract award and approval by DOH and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsive and therefore ineligible for this contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOH procurements for a period of four (4) years.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies a designated contact on face page of this RFP to whom all communications attempting to influence this procurement must be made.

5.2 Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted via email to AIGPU@health.ny.gov. It is the bidder’s responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in Section 1.0 (Calendar of Events). Questions received after the deadline may **not** be answered.

5.3 Right to Modify RFP

NYSDOH AI reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by NYSDOH AI, at any time prior to the Deadline for Submission of Proposals listed in Section 1.0 (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by NYSDOH AI will be posted to the DOH website.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify NYSDOH AI of such error in writing at AIGPU@health.ny.gov and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify DOH of a known error or an error that reasonably should have been known, the bidder shall assume the risk of proposing. If awarded the contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

5.4 Payment

The Contractor shall submit invoices and/or vouchers to the State's designated payment office:

Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: AccountsPayable@ogs.ny.gov with a subject field as follows:
Subject: **<<Unit ID: 3450340>> <<Contract TBD>>**

Alternate Method: Mail vouchers to BSC at the following U.S. postal address:
NYS Department of Health
Unit ID 3450340
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave.
Albany, NY 12226-1900

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 epayments@osc.state.ny.us or by telephone at 518-474-6019. Contractor acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

Payment 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.

The Contractor must furnish the NYSDOH AI with sufficient evidence, vouchers, bills and receipts as required by the NYSDOH AI as proof of proprietary expenditure of each initial payment. Payments to the Contractor will be paid based on monthly invoices to the NYSDOH AI in accordance with Attachment E of the Contractor's proposal.

Payment terms will be: a) In consideration of the Contractor's satisfactory performance of the services described in the Agreement, the NYSDOH AI agrees to pay the Contractor the contracted price; b) There will be no additional costs beyond those specified in the proposal and resulting contract. In the event of misunderstanding of any requirements, deliverables, or services to be provided the Contractor shall make the necessary adjustments or corrections at no additional cost to the State; and c) The Contractor shall, upon completion and NYSDOH AI approval of each deliverable, submit to NYSDOH AI a voucher for payment on such forms and in such detail as required.

All vouchers submitted by the Contractor shall be submitted to NYSDOH AI no later than sixty (60) days after the end of the monthly reporting period. AIMS review activity deliverables will be paid based on the fixed price per review type. Projects described as Detailing / Quality Improvement Technical Assistance will be paid based on the fixed hourly rates given by the Contractor. Only completed deliverables can be billed, vouchers requesting partial payment for deliverables not yet completed will not be accepted.

For HRI contracts, Contractors will be expected to submit voucher claims and reports of expenditures in the manner that HRI requires. Required forms will be provided with the contract package. For HRI Contracts, payments and reporting requirements will be detailed in Exhibit "C" of the final contract.

5.5 Minority & Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health ("DOH") 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 DOH contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH 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, DOH 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 and outreach efforts to certified MWBE firms). 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 DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine "good faith efforts," refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com. The directory is found in the upper right-hand side of the webpage under "Search for Certified Firms" and accessed by clicking on the link entitled "MWBE Directory". Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented.

By submitting a bid, a bidder agrees to complete an MWBE Utilization Plan (Attachment 5, Form #1) of this RFP. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. 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. DOH may disqualify a Bidder as being non-responsive under the following circumstances:

a) If a Bidder fails to submit a MWBE Utilization Plan;
b) If a Bidder fails to submit a written remedy to a notice of deficiency;
c) If a Bidder fails to submit a request for waiver (if applicable); or
d) If DOH determines that the Bidder has failed to document good-faith efforts;

The Contractor will be required to 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 DOH, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the DOH, 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.

If the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding will constitute a breach of Contract and DOH 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.

New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to AIGPU@health.ny.gov before the Deadline for Questions as specified in Section 1.0 (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime Contractor.

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.

5.6 Equal Employment Opportunity (EEO) Reporting

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of Attachment 8 Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in Attachment 8.

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.

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, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

To ensure compliance with this Section, the Bidder should submit with the bid or proposal an Equal Employment Opportunity Staffing Plan (Attachment 5, Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement (Attachment 5, Form # 5), to DOH with their bid or proposal.

5.7 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

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

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

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf.

Forms are available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

5.8 Contract Insurance Requirements

Prior to the start of work under this Contract, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts set forth in Attachment 8, the New York State Department of Health Contract, Section IV. Contract Insurance Requirements as well as below.

5.9 Subcontracting

Bidder's may propose the use of a subcontractor. The Contractor shall obtain prior written approval from NYSDOH before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that the requirements of the RFP are met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the DOH and the Contractor. DOH reserves the right to request removal of any bidder's staff or subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Agreement. Subcontractors whose contracts are valued at or above $100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime Contractor.

5.10 DOH and HRI Reserved Rights

The Department of Health and HRI reserve the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department and HRI be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty- five days, any offer is subject to withdrawal communicated in a writing signed by the offerer; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

5.11 Freedom of Information Law ("FOIL")

All proposals may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal as directed in** Section 6.1 (D) **of the RFP.** If DOH agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

5.12 Lobbying

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. The changes included:

a) made 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) required 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) required 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) authorized the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), 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) directed the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;

f) required the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this RFP should submit a completed and signed Attachment 1, “Prior Non-Responsibility Determination”.)

g) increased the monetary threshold which triggers a lobbyists obligation under the Lobbying Act from $2,000 to $5,000; and

h) established the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over $15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

5.13 State Finance Law Consultant Disclosure Provisions

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all Contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder 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.

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

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at: http://www.osc.state.ny.us/agencies/forms/ac3271s.doc and http://www.osc.state.ny.us/agencies/forms/ac3272s.doc.

5.14 Debriefing

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the proposal or bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within fifteen (15) calendar days of release of the written or electronic notice by the Department that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the award/non-award letter.

5.15 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/

5.16 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 (currently found at this address: 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 DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH 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 DOH 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. DOH 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.

5.17 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.

5.18 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 6**,** Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

5.19 Diversity Practices Questionnaire

Diversity practices are the efforts of Contractors to include New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of Contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of Contractors enables Contractors to engage in meaningful, capacity-building collaborations with MWBEs.

5.20 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOH recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOH contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOH conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/veterans/

Bidders are encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

5.21 Intellectual Property

Any work product created pursuant to this agreement and any subcontract shall become the sole and exclusive property of the New York State Department of Health, which shall have all rights of ownership and authorship in such work product.

5.22 Vendor Assurance of No Conflict of Interest or Detrimental Effect

All bidders responding to this solicitation should submit Attachment 4 to attest that their performance of the services outlined in this IFB does not create a conflict of interest and that the bidder will not act in any manner that is detrimental to any other State project on which they are rendering services.

5.23 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No.

177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

6.0 PROPOSAL CONTENT

The following includes the format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are requested to submit complete Administrative and Technical Proposals and are required to submit a complete Cost Proposal. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment A, Proposal Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

NYSDOH AI will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals.

6.1 Administrative Proposal

The Administrative Proposal should contain all items listed below. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

A. Administrative Proposal Cover Sheet (Attachment B)

   Complete and Submit the Administrative Proposal Cover Sheet (Attachment B)

B. Bidder's Disclosure of Prior Non-Responsibility Determinations

   Submit a completed and signed Attachment 1, "Prior Non-Responsibility Determination."

C. Freedom of Information Law – Proposal Redactions

   Bidders must clearly and specifically identify any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See Section 4.10, (Freedom of Information Law)

D. Vendor Responsibility Questionnaire

   Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at http://www.osc.state.ny.us/vendrep/index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us.

   Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Bidder's should complete and submit the Vendor Responsibility Attestation, Attachment 3.

E. Vendors Assurance of No Conflict of Interest or Detrimental Effect

Submit Attachment 4, Vendor's Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Bidder, members, shareholders, parents, affiliates or subcontractors. Attachment 4 must be signed by an individual authorized to bind the Bidder contractually.

F. M/WBE Forms

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in Attachment 5, "Guide to New York State DOH M/WBE RFP Required Forms."

G. Encouraging Use of New York Businesses in Contract Performance

Submit Attachment 6, "Encouraging Use of New York State Businesses" in Contract Performance to indicate which New York Businesses you will use in the performance of the contract.

H. Bidder's Certified Statements

Submit Attachment 7, "Bidder's Certified Statements", which includes information regarding the Bidder. Attachment A must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. DOH reserves the right to reject a proposal that contains an incomplete or unsigned Attachment 7 or no Attachment 7.

I. References

Provide references, the bidder should provide a list of contracts within the last two (2) years from the date of the release of this RFP, which relate to the activities in this RFP and include contact person(s) name and phone numbers regarding these contracts, dates and scope of efforts.

J. Diversity Practices Questionnaire

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents of this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response to this procurement, Attachment 10 "Diversity Practices Questionnaire". Responses will be formally evaluated and scored.

K. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Submit Attachment 11 certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

6.2 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and the staff to be assigned to provide services related to the services included in this RFP.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy.

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. Your proposal should contain sufficient information to assure DOH of its accuracy. Failure to follow these instructions may result in disqualification.

Pricing information contained in the Cost Proposal cannot be included in the Technical Proposal documents.

A. Technical Proposal Cover Sheet

Complete and Submit the Technical Proposal Cover Sheet (Attachment C).

B. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the proposal.

C. Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

Bidders must be able to meet all the requirements stated in Section 3.0 of the RFP. The bidder must submit documentation that provides sufficient evidence of meeting the criterion. This documentation may be in any format needed to demonstrate how they meet the minimum qualifications to propose.

- The bidder must be designated by the Centers for Medicare and Medicaid Service (CMS) as a Quality Improvement Organization (QIO) for NYS or approved for NYS on the list of Certified QIO-like organizations as of the issuance date listed on page 1 of this RFP;
- The bidder **cannot** be a NYS health care facility, an association of health care facilities conducting business in NYS, or an affiliate of a NYS health care facility; and
- Consistent with federal regulations 42 CFR 438.354 regarding standards of independence, the bidder and any subcontractors must attest that they are independent from the State Medicaid program and from any MCO they would be required to review. Such attestation must be included in Attachment 7, the Bidder's Certifications/Acknowledgements.

If the proposal includes the services of a subcontractor(s), the bidder should include, in an appendix to the Technical Proposal narrative, a subcontractor summary for each subcontractor, including:

- Complete name of the subcontractor;
- Complete address of the subcontractor;
- A general description of the type and scope of work the subcontractor will be performing;
- Percentage of work the subcontractor will be providing; and
- A statement confirming that the subcontractor is prepared, if requested by the Department, to present evidence of legal authority to do business in NYS, subject to the sole satisfaction of the Department.

D. Technical Proposal Narrative

The technical proposal should provide satisfactory evidence of the Bidder's ability to meet, and expressly respond to, each element listed below.

D1. Experience – Performing Tasks/ Deliverables

The proposal should describe the bidder's experience in conducting the activities detailed in Section 4, Scope of Work, and demonstrate the organization's ability to accomplish the goals and objectives of the RFP. Any applicable experience can be included. However, bidders should include descriptions of relevant activities within the last five (5) years.

D2. Staffing and Qualifications

Based on the estimated projections detailed in Attachment F, each bidder should forecast the personal resources necessary to meet the scope of work requirements and should provide:

- A staffing plan for completion of services described in Section 4.2, Staffing Requirements that includes the following:
    - How the Bidder plans to provide staff to meet the scope of work over the entire contract period, including staffing numbers and teams that will meet all contract deliverables and the percentage of time staff will devote to this contract;
    - A brief description of each staff position to be supported by this contract, including the duties and tasks each position will perform. Position descriptions should not include salary level or other employee cost information;
    - Qualifications of staff responsible for conducting all aspects of the RFP including educational background, specialized training, professional experience, and special qualifications; and
    - An organizational chart that delineates the titles of the staff responsible for fulfilling the tasks/deliverable detail in Section 4.0 Scope of Work, their lines of communications, and demonstrates how the organization intends to organize staff and management for the AIMS program.
- How the Bidder intends to maintain the staffing levels and personnel planned, including:
    - How the Bidder plans to recruit an adequate number of staff;
    - How the Bidder plans to meet contract deliverables in the event that staff turnover occurs; and
    - The Bidder's ability to provide sufficient additional management and administrative support staff necessary to organize, prepare and carry out all administrative tasks associated with conducting the services.
- A plan for training physicians and non-physician reviewers;
- A plan for credentialing physician and non-physician review staff, including all medical record review staff;
- Description of where operations will be located, how and from where staff will be deployed to conduct statewide activities, and locations where the bidder will carry out the activities and responsibilities associated with implementing this RFP; and
- Description of the experience and special qualifications of consultants to be involved in the contract as well as those of any proposed experienced subcontractor.

D3. Proposed Approach- Scope of Work

The approaches described in the Bidder's proposed approaches need to meet HIPAA requirements and comply with the NYS HIV Confidentiality Law, Article 27F of the Public Health Law. Bidders should be mindful of HIPAA requirements and the laws and regulations of the United States Codified in 42 CFR Part 2 (the Federal Confidentiality Law), Chapter 584 of the laws of the State of New York (the New York State HIV Confidentiality Law), and the applicable portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and the Confidentiality of HIV Related Information) when describing their approaches.

The bidder should describe an approach to ensure timely completion of the work described is Section 4.0 Scope of work and reporting of reviews. This description should include:

- A detailed three-month start-up plan describing all activities the Bidder would undertake to implement the review system. This should include how they plan to notify providers, hiring staff, and establishing an office in the NYS, where necessary.
- Interventions proposed to engage providers in data timely submission, techniques for following up on delinquent submission of data/medical charts, methods to simultaneously process multiple reviews, and systems for delivering review results efficiently and
- A detailed work plan for the first year of the contract.

The NYSDOH AI may modify workload and funding levels based upon review findings, changes in NYSDOH AI priorities, and/or changes in the health care system. The bidder should describe how their systems and employees will adapt to such changes by detailing their ability to meet changing analytical and clinical support, as

well as how they plan to allocate resources for potential changes in review types, locations, and volumes should changes occur.

Other Elements of the technical proposal are as follows:

For **Ambulatory Care Reviews (Section 4.1.A.1)**, the bidder's proposed approach should include:

- A plan to develop a quality review process to assess care provided to persons with HIV/AIDS at hospital outpatient departments and at primary care provider sites;
- A plan to develop data submission tools and guidance documents;
- A description of how the bidder will ensure compliance with data specifications and how discrepancies will be reconciled; and
- A plan to develop a database to store data, share data, and prepare reports.

For **DOCCS and County/Local Jails (Section 4.1.A.2)**, the bidder's proposed approach should include:

- A plan to develop a quality review process to assess the standards of HIV/AIDS and HCV care provided to persons in DOCCS and jail systems;
- A plan to develop data submission tools and guidance documents;
- A description of how the bidder will ensure compliance with data specifications and how discrepancies will be reconciled; and
- A plan to develop a database to store data, share data, and prepare reports.

For **MPPC (Section 4.1.A.3)**, the bidder's proposed approach should include:

- A plan to develop a quality review process to conduct program reviews of care rendered to HIV-positive mothers and their HIV-exposed newborns. Additionally, describe the process to conduct chart reviews to validate the NYS third trimester HIV testing rate against NYSDOH AI data collected from the Newborn Screening program;
- A plan to develop data submission tools and guidance documents;
- A description of how the bidder will ensure compliance with data specifications and how discrepancies will be reconciled; and
- A plan to develop a database to store data, share data, and prepare reports.

For **Focused Clinical Studies (Section 4.1.A.4)**, the bidder's proposed approach should include examples of how focused clinical studies could be conducted, including:

- A plan to prepare study designs for the topic selected by NYSDOH AI. Study designs will include definitions of study aim, measurement indicators, methodology (including definition of study population and sampling techniques), data collection, and data analysis and interpretation;
- A plan to develop data submission tools and guidance documents;
- A description of how the bidder will ensure compliance with data specifications and how discrepancies will be reconciled; and
- A plan to develop a database to store data, share data, and prepare reports.

The bidder's proposal should describe the difference in how standard and complex focused clinical studies are conducted.

For **Case List Development and Preparation (Section 4.1.A.5)**, the bidder's proposed approach should include:

- A plan to develop a process to identify all adult, adolescent, and pediatric individuals receiving HIV services, including selected demographic and clinical data determined by NYSDOH AI, in all provider facilities in the NYSDOH AI quality program;
- A plan to prepare data specifications for the measurement year including development or revision of data collection tools;
- A description of how the bidder will ensure compliance with data specifications and how discrepancies will be reconciled;
- A plan to a develop a database to house the case list data that can be used for planning reviews at facilities and conducting analyses; and
- A strategy for transferring data and/or preparing standard reports, such as a case list summary by facility

and payer distribution reports both statewide and by facility

For each **AIMS Managed Care Responsibilities (Sections 4.1.B.1; 4.1.B.2; and 4.1.B.3)** type, the bidder's proposed approach should include:

- A plan to develop a review process that satisfies the requirements of each review;
- A plan to develop data submission tools and guidance documents;
- A description of how the bidder will ensure compliance with data specifications and how discrepancies will be reconciled; and
- A plan to develop a database to store data, share data, and prepare reports.

For **Policy and Procedure Documentation Reviews (Section 4.1.C),** the bidder's proposed approach should include examples of how policy and procedure documentation reviews could be conducted to assess provider policy documentation for compliance with clinical guideline standards, public health law and regulatory requirements.

For **Detailing / Quality Improvement Technical Assistance (Section 4.1.D),** the bidder's proposed approach should include examples of how technical assistance and trainings could be conducted to enable providers to develop approaches to improve the quality of their care, as well as utilize data and data systems to drive quality improvement.

For **Review Tool and Data Management** (Section 4.1.E), the bidder's proposed approach should include:

- A plan to develop new data collection tools and supporting documentation necessary to meet the objectives of sections 4.1.A, 4.1.B, and 4.1.C of the RFP;
- A plan to repurpose and revise existing tools, when feasible, to meet the objectives of sections 4.1.A, 4.1.B, and 4.1.C of the RFP;
- A plan to pilot review tools to ensure accuracy with data extraction (including a process for tool adjustments); and
- A plan to train reviewers on the data collection tools and instructions.

The bidder should detail an approach for data management, analysis, and reporting in Section 6.2.D.4 of the RFP

D4. Proposed Approach - Reporting

The bidder's proposed approach should describe:

- Proposed computer and data collection system(s);
- A plan for backup, recovery, and disaster planning;
- A detailed description of their plan for administering the data requirements of the RFP including a plan for power outages, viruses, etc.;
- A plan for completing the monitoring and reporting responsibilities defined in Section 4.3, Reporting; and
- Arrangements for safeguarding confidential data.

D5. Proposed Approach - Information Technology

The bidder's proposed approach should describe how all information technology used will comply with all NYS security policies and standards listed at http://its.ny.gov/tables/technologypolicyindex.htm.

D6. Proposed Approach - Security

The bidder's proposed approach should describe how the bidder will comply with all privacy and security policies and procedures of the Department (https://its.ny.gov/eiso/policies/security) and applicable state and federal law and administrative guidance with respect to the performance of this contract

D7. Proposed Approach - Transition

When this contract concludes, 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 the NYSDOH AI and the successor Contractor. A description of such a transition plan should be included in the proposal.

6.3 Cost Proposal

A. Cost Proposal Cover Sheet

Complete and Submit the Cost Proposal Cover Sheet (Attachment D)

B. Submit a completed and signed Attachment E **– Cost Proposal.** The Cost Proposal shall comply with the format and content requirements as detailed in this document and in Attachment E. Failure to comply with the format and content requirements may result in disqualification.

The bid price is to cover the cost of furnishing all of the said services, including but not limited to travel, materials, equipment, overhead, profit and labor to the satisfaction of the NYSDOH AI and the performance of all work set forth in said specifications.

7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. Proposals should be submitted as prescribed below.

Submit **three (3)**, **open and permission password protected,** PDF proposals in separate emails to: AIGPU@health.ny.gov with the subject "<*Type of Proposal Submission, Bidder name, RFP #_____*>.

Include, as attachment to each email, the distinct PDF file labeled "Administrative Proposal", "Technical Proposal", or "Cost Proposal". Example: "Technical Proposal Submission, ABC Company, RFP #20059".

The body of the email submitted should also include the password and indicate the number of total pages intended, and where indicated each subset of pages listed. Example: Technical proposal 30 pages total, Attachment C, 17 pages. A font size of eleven (11) points or larger should be used with appropriate header and footer information. In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. Offeror shall have 2 business days to respond to such requests and must certify the resubmission is identical to the original submission.

1. Where signatures are required, the proposal should have a handwritten signature and be signed in blue ink. A scanned signature can be used for electronic submission in the PDF. The Department reserves the right to request hardcopy originals of all signature pages at any time.

2. The NYSDOH discourages overly lengthy proposals. Therefore, marketing brochures, user manuals or other materials, beyond that sufficient to present a complete and effective proposal, are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for the NYSDOH to evaluate proposals fairly and completely, proposals should follow the format described in this RFP to provide all requested information. The Bidder should not repeat information in more than one section of the proposal. If information in one section of the proposal is relevant to a discussion in another section, the Bidder should make specific reference to the other section rather than repeating the information; and

3. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team.

The entire proposal must be received by the NYSDOH in three separate emails to the email account and format designated above, no later than the Deadline for Submission of Proposals specified in Section 1.0, (Calendar of Events). Late bids will not be considered.

7.1 No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form Attachment 2.

8.0 METHOD OF AWARD

8.1 General Information

DOH will evaluate each proposal based on the "Best Value" concept. This means that the proposal that best "optimizes quality, cost, and efficiency among responsive and responsible offerers" shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

DOH at its sole discretion, will determine which proposal(s) best satisfies its requirements. DOH reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted 75% of a proposal's total score and the information contained in the Cost Proposal will be weighted 25% of a proposal's total score.

Bidders may be requested by DOH to clarify the contents of their proposals. Other than to provide such information as may be requested by DOH, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in Section 1.0 (Calendar of Events).

In the event of a tie, the determining factors for award, in descending order, will be:

(1) lowest cost and
(2) proposed percentage of MWBE participation.

8.2 Submission Review

DOH will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section 6.0 (Proposal Content) and Section 7.0 (Proposal Submission), including documentation requested for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of DOH, may be rejected.

8.3 Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of program staff of DOH will review and evaluate all proposals.

Proposals will undergo a preliminary evaluation to verify Minimum Qualifications to Propose (Section 3.0).

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Bidder.

The technical evaluation is 75**% (up to 75 points)** of the final score.

8.4 Cost Evaluation

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum cost score of 20 points. The maximum cost score will be allocated to the proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the proposals offered at the lowest final cost, using this formula:

C = (A/B)* 25%
A is Total price of lowest cost proposal;
B is Total price of cost proposal being scored; and
C is the Cost score.

The cost evaluation is 25**% (up to 25 points)** of the final score.

8.5 Composite Score

A composite score will be calculated by the DOH by adding the Technical Proposal points and the Cost points awarded. Finalists will be determined based on composite scores.

8.6 Reference Checks

The Bidder should submit references pursuant to Section 6.1.H Reference. At the discretion of the Evaluation Committee, references may be checked at any point during the process to verify bidder qualifications to propose (Section 3.0).

8.7 Best and Final Offers

NYSDOH reserves the right to request best and final offers. In the event NYSDOH exercises this right, all bidders that submitted a proposal that are susceptible to award will be asked to provide a best and final offer. Bidders will be informed that should they choose not to submit a best and final offer, the offer submitted with their proposal will be construed as their best and final offer.

8.8 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the Finalist(s) with the highest composite score(s) whose experience and qualifications have been verified.

The Department will notify the awarded Bidder(s) and Bidders not awarded. The awarded Bidder(s) will enter into a written Agreement substantially in accordance with the terms of Attachment 8, DOH Agreement, to provide the required services as specified in this RFP. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller, and HRI.

ATTACHMENTS

The following attachments are included in this RFP and are available via hyperlink or can be found at: https://www.health.ny.gov/funding/forms/.

1. Bidder's Disclosure of Prior Non-Responsibility Determination
2. No-Bid Form
3. Vendor Responsibility Attestation
4. Vendor Assurance of No Conflict of Interest or Detrimental Effect
5. Guide to New York State DOH M/WBE Required Forms & Forms
6. Encouraging Use of New York Businesses in Contract Performance
7. Bidder's Certified Statements
8. DOH Agreement (Standard Contract)
9. References
10. Diversity Practices Questionnaire

11. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

The following attachments are attached and included in this RFP:

A. Proposal Document Checklist
B. Administrative Proposal Cover Sheet
C. Technical Proposal Cover Sheet
D. Cost Proposal Cover Sheet
E. Cost Proposal
F. Five Year Projected Review Allocations
G. General Terms and Conditions - Health Research Incorporated Contracts
H. Sample AIMS Data Use Agreement

ATTACHMENT A
PROPOSAL DOCUMENT CHECKLIST

Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

RFP #20059 – AIDS INTERVENTION MANAGEMENT SYSTEM ACTIVITIES IN NEW YORK STATE		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	**SUBMISSION**	**INCLUDED**
§ 6.1.A	Attachment B, Administrative Proposal Cover Sheet	☐
§ 6.1.B	Attachment 1 – Bidder's Disclosure of Prior Non-Responsibility Determinations, completed and signed.	☐
§ 6.1.C	Freedom of Information Law – Proposal Redactions (If Applicable)	☐
§ 6.1.D	Attachment 3- Vendor Responsibility Attestation	☐
§ 6.1.E	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	☐
§ 6.1.F	M/WBE Participation Requirements:	☐
	Attachment 5 Form 1	☐
	Attachment 5 Form 2 (If Applicable)	☐
§ 6.1.G	Attachment 6- Encouraging Use of New York Businesses	☐
§ 6.1.H	Attachment 7 - Bidder's Certified Statements, completed & signed.	☐
§ 8.6	Attachment 9 – References	☐
§ 6.1.I	Attachment 10 – Diversity Practices Checklist	☐
§ 6.1.J	Attachment 11 - Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	☐
FOR THE TECHNICAL PROPOSAL		
RFP §	**SUBMISSION**	**INCLUDED**
§ 6.2.A	Attachment C, Technical Proposal Cover Sheet	☐
§ 6.2.B	Table of Contents	☐
§ 6.2.C	Documentation of Minimum Qualifications to Propose (Requirement)	☐
§ 6.2.D	Technical Proposal Narrative (Requirement)	☐
FOR THE COST PROPOSAL REQUIREMENT		
RFP §	**REQUIREMENT**	**INCLUDED**
§ 6.3.A	Attachment D, Cost Proposal Cover Sheet	☐
§ 6.3.B	Attachment E, Cost Proposal (Requirement)	☐

ATTACHMENT B
ADMINISTRATIVE PROPOSAL COVER SHEET

NEW YORK STATE DEPARTMENT OF HEALTH

AIDS Institute

REQUEST FOR PROPOSAL (RFP)

AIDS INTERVENTION MANAGEMENT SYSTEM (AIMS) ACTIVITIES IN NEW YORK STATE

RFP No. 20059

Organization: _____

Federal Employer ID#: _____

Agency Vendor ID#: _____

Address: _____

_____

_____

_____

Contact Person: (please print or type) _____

Title: _____

Telephone Number: **(___)**_____

Fax Number: (___)_____

E-mail Address: _____

x_____

Handwritten Signature of Individual Authorized to Apply for the Organization

ATTACHMENT C
TECHNICAL PROPOSAL COVER SHEET

NEW YORK STATE DEPARTMENT OF HEALTH

AIDS Institute

REQUEST FOR PROPOSAL (RFP)

AIDS INTERVENTION MANAGEMENT SYSTEM (AIMS) ACTIVITIES IN NEW YORK STATE

RFP No. 20059

Organization: _____

Federal Employer ID#: _____

Agency Vendor ID#: _____

Address: _____

_____

_____

_____

Contact Person: (please print or type) _____

Title: _____

Telephone Number: **(___)**_____

Fax Number: (___)_____

E-mail Address: _____

x_____

Handwritten Signature of Individual Authorized to Apply for the Organization

ATTACHMENT D
COST PROPOSAL COVER SHEET

NEW YORK STATE DEPARTMENT OF HEALTH

AIDS Institute

REQUEST FOR PROPOSAL (RFP)

AIDS INTERVENTION MANAGEMENT SYSTEM (AIMS) ACTIVITIES IN NEW YORK STATE

RFP No. 20059

Organization: _____

Federal Employer ID#: _____

Agency Vendor ID#: _____

Address: _____

_____

_____

_____

Contact Person: (please print or type) _____

Title: _____

Telephone Number: **(___)**_____

Fax Number: (___)_____

E-mail Address: _____

x_____

Handwritten Signature of Individual Authorized to Apply for the Organization

ATTACHMENT E
COST PROPOSAL

RFP #20059

ANNUAL QUALITY REVIEWS

Instructions: For each project area, provide a unit cost for each proposed deliverable. Refer to the Five-Year Projected Review Allocations document (Attachment F) for planning and provide an annual bid based on year one volumes. Please note that the review totals provided in attachment F are only estimates and are no guarantee of future review volumes. All administrative costs and data collection should be included in the review costs. Data processing costs should be calculated separately and should include validation, analysis, transfer and reporting, when applicable. Unit prices provided will be fixed for the entire contract period. Refer to Detailed Specifications for more information on AIMS Reviews and reporting requirements.

Quality of Care Project	Unit Definition	Unit Price
4.1.A Quality of Care Reviews		
4.1.A.1 Routine Ambulatory Care Reviews	One medical record	
4.1.A.2 Department of Corrections and Community Supervision (DOCCS) and County/ Local Jails	One medical record	
4.1.A.3 Maternal, Pediatric Prevention and Care (MPPC) - 4-tiered review	One medical record	
4.1.A.4 Focused Clinical Studies		
a. Standard Focused Clinical Studies	One medical record	
b. Complex Focused Clinical Studies	One medical record	
4.1.A.5 Case List Development and Preparation	Package of case list	
4.1.B AIMS Managed Care Responsibilities		
4.1.B.1 Verification of HIV Status and Initial Contract-Required Activities	Per enrollee / record	
4.1.B.2 Coordination of Care for HIV-SNP Enrollees	Per enrollee / record	
4.1.B.3 Quality of Care Medical Record Reviews	Per enrollee / record	
4.1.C Policy and Procedure Documentation Reviews	One policy	
4.1.D Detailing / Quality Improvement Technical Assistance	Per hour	
4.1.E Development of New Review Tool	One tool	
4.1.E Revision of Review Tool	One tool	
4.1.E Piloting and Implementation of Review Tools	One review	
4.1.E Data Management	Per hour	

ATTACHMENT F
FIVE-YEAR PROJECTED ALLOCATIONS

(Details in Section 4: Scope of Work)
RFP #20059

	# of Units				
REVIEW TYPE	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
4.1.A Quality of Care Reviews					
4.1.A.1 Routine Ambulatory Care Reviews	7,500	7,500	7,500	7,500	7,500
4.1.A.2 Department of Corrections and Community Supervision (DOCCS) and County/ Local Jails	300	300	300	300	300
4.1.A.3 Maternal, Pediatric Prevention and Care (MPPC)	2,200	2,200	2,200	2,200	2,200
4.1.A.4. Standard Focused Clinical Studies	9,000	9,000	9,000	9,000	9,000
4.1.A.4. Complex Focused Clinical Studies	3,000	3,000	3,000	3,000	3,000
4.1.A.5 Case List Development and Preparation	1	1	1	1	1
4.1.B AIMS Managed Care Responsibilities					
4.1.B.1 Verification of HIV Status and Initial Contract-Required Activities	500	500	500	500	500
4.1.B.2 Coordination of Care for HIV-SNP Enrollees	1,000	1,000	1,000	1,000	1,000
4.1.B.3 Quality of Care Medical Record Reviews	2,500	2,500	2,500	2,500	2,500
4.1.C Policy and Procedure Documentation Reviews	100	100	100	100	100
4.1.D Detailing / Quality Improvement Technical Assistance	100	100	100	100	100
4.1.E Review Tool and Data Management					
4.1.E Development of New Review Tool	5	5	5	5	5
4.1.E Revision of Review Tool	10	10	10	10	10
4.1.E Piloting and Implementation of Review Tools	15	15	15	15	15
4.1.E Data Management	15,000	15,000	15,000	15,000	15,000

ATTACHMENT G
General Terms and Conditions – Health Research, Incorporated Contracts

1. Consultant agrees to perform, as an independent Contractor and not as an employee or agent of HRI, all the services set forth in Exhibit "A", appended hereto and made a part hereof, to the satisfaction of HRI's Principal Investigator, «PI_Name».

2. The Agreement shall be effective and allowable costs may be incurred by the Consultant from the Effective Date and shall continue until «End_Date» (the "Term") unless terminated sooner as hereinafter provided or extended by written agreement of the parties.

3. In full and complete consideration of Consultant's performance hereunder, HRI agrees to compensate Consultant pursuant to the breakdown in Exhibit "A" attached. Final invoices are due within 60 days of the termination date of this Agreement. Requests received after this 60-day period may not be honored. Any reimbursement payable hereunder by HRI to the Consultant shall be subject to retroactive reductions and/or repayment for amounts included therein which are identified by HRI, on the basis of any review or audit, to not constitute an allowable cost or charge hereunder.

4. The Scope of Work and Budget in Exhibit "A" may be modified as conditions warrant by mutual agreement between HRI and Consultant and confirmed in writing. In no event shall the total consideration under this Agreement exceed Total Contract Amount Typed Out Dollars ($«Total_Contract_Amt_In_Numbers»).

5. Consultant acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials, (collectively "Works") made, produced or delivered by Consultant in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire". Consultant will assign, and hereby assigns and transfers, to HRI all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. Consultant further agrees that "he/she/it" shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by Consultant in the performance of its obligation hereunder. Consultant warrants that all Works shall be original except for such portion from copyrighted works as may be included with Consultant's advance permission of the copyright owner(s) thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark or patent, statutory or other proprietary rights of others. Consultant further agrees that "he/she/it" will not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to this Agreement without the prior written consent of HRI.

6. Neither party shall use the name of the other or any adaptation, abbreviation or derivative of any of them, whether oral or written, without the prior written permission of the other party. For the purposes of this paragraph "party" on the part of HRI shall include the State of New York and the NYS Department of Health.

7. It is understood and agreed that the services to be rendered by Consultant are unique and that Consultant shall not assign, transfer, subcontract or otherwise dispose of its rights or duties hereunder, in whole or in part, to any other person, firm or corporation, without the advance written consent of HRI.

8. The nature of the relationship which the Consultant shall have to HRI pursuant to this Agreement shall be that of an independent Contractor. Under no circumstance shall the Consultant be considered an employee or agent of HRI. This Agreement shall not be construed to contain any authority, either expressed or implied, enabling the Consultant to incur any expense or perform any act on behalf of HRI.

9. Consultant is solely responsible for complying with all applicable laws, including but not limited to those specified in Appendix "A", and obtaining, at Consultant's sole expense, any and all licenses, permits, or authorizations necessary to perform services hereunder.

10. This Agreement shall be void and no force and effect unless Consultant shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the provisions of Workers' Compensation Law.

11. Unless otherwise agreed by HRI, Consultant shall maintain, or cause to be maintained, during the Term of this Agreement, insurance or self-insurance equivalents of the following types and amounts: a) Commercial General Liability (CGL) with limits of insurance of not less than $1,000,000 each occurrence and $2,000,000 annual aggregate: b) HRI and the People of the State of New York shall be included as Additional Insureds on the Consultant's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Consultant. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds; c) other such insurance as may be specified by HRI, depending on the project and services provided by Consultant.

12. Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter. HRI shall have reasonable access to such Records as necessary for the purposes of inspection, audit, and copying. Records shall be maintained as Confidential Information and protected from public disclosure.

13. This Agreement, including all applicable attachments and appendices thereto, represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except in writing, duly executed by both parties hereto.

14. HRI may terminate this Agreement with or without cause at any time by giving advance notice, when, in its sole discretion, HRI determines that it is in the best interests of HRI to do so, or as directed by the project sponsor. Such termination shall not affect any commitments which, in the judgment of HRI, have become legally binding prior to the effective date of termination. Upon termination of the Agreement by either party for any reason, Consultant shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination. It is understood and agreed, however, that in the event that Consultant is in default upon any of its obligations, hereunder, at the time of such termination, such right of termination on the part of HRI shall expressly be in addition to any other rights or remedies which HRI may have against Consultant by reason of such default.

15. Consultant acknowledges and agrees that, during the course of performing services for HRI, it may receive information of a confidential nature, whether marked or unmarked ("Confidential Information"). Consultant agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Consultant will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Consultant will not disclose Confidential Information to any third party without HRI's advance written consent.

16. Consultant represents and warrants that: a) it has the full right and authority to enter into and perform under this Agreement; b) it will perform the services set forth in Exhibit "A" in a workmanlike manner consistent with applicable industry practices; c) the services, work products, and deliverables provided by Consultant will conform to the specifications in Exhibit "A"; d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

17. Consultant shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Consultant's duties under this Agreement. In the event any actual or potential conflict arises, Consultant agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Consultant's performance under this Agreement.

18. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Consultant, or anyone directly or indirectly employed or contracted by Consultant, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Consultant; (v) result in intellectual property infringement or misappropriation by Consultant, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Consultant to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Consultant.

19. Should any provision of this Agreement be proven to be invalid or legally ineffective, the overall validity of this Agreement shall not be affected. Unless the parties agree on an amended provision, the invalid provision shall be deemed to be replaced by a valid provision accomplishing as far as possible the purpose and intent of the parties at the date of the Agreement.

20. The failure of HRI to assert a right hereunder or to insist on compliance with any term or condition of this Agreement shall not constitute a waiver of that right of HRI, or other rights of HRI under the Agreement, or excuse a subsequent failure to perform any such term or condition by Consultant.

21. This Agreement shall be governed and construed in accordance with the laws of the State of New York. The jurisdictional venue for any legal proceedings involving this Agreement shall be in the State of New York. Disputes involving this Agreement may not be submitted to binding arbitration.

22. In addition to the methods of process allowed by the State Civil Practice Law & Rules (CPLR), in any litigation arising under or with respect to this Agreement, Consultant hereby consents to the service of process upon it by registered or certified mail, return receipt requested, and will promptly notify HRI in writing in the event there is any change of address to which service of process can be made.

23. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

Consultant agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof, including the provisions required for federally funded projects, if applicable.

HEALTH RESEARCH, INC.
APPENDIX A to AGREEMENT WITH ENTITY

The parties to the attached Agreement further agree to be bound by the following terms, which are hereby made a part of said Agreement:

1. During the performance of the Agreement, the Consultant agrees as follows:

   (a) Equal Opportunity and Non-Discrimination - Consultant acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination or civil rights provisions, including but not limited to the American Disabilities Act, that Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by state and federal law. Furthermore, Consultant agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (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 Agreement. Consultant is subject to Section 220-e or Section 239 of the New York State Labor Law for work performed under this Agreement. Pursuant thereto, Consultant is subject to fines of $50.00 per person per day for any violation of this provision, which may be deducted from any amounts payable under this Agreement, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

   (b) This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

   This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

   This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified protected veterans.

   (c) System for Award Management (SAM) - Consultant is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25 of Code of Federal Regulations. **Consultant** must maintain the accuracy/currency of the information in SAM at all times during which your entity has an active agreement with HRI. Additionally, your entity is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information.

2. Assurances Required by DHHS--HHS (Where Applicable)

   (a) Human Subjects, Derived Materials or Data
   The Consultant and HRI both agree to abide by DHHS regulations concerning Human Subjects. The DHHS regulation, 45 CFR 46, provides a systematic means, based on established ethical principles, protecting the rights and welfare of individuals who may be exposed to the possibility of physical, psychological or social injury while they are participating as subjects in research, development or related

activities. The regulation extends to the human fetus (either in utero or ex utero), the dead, organs, tissues, and body fluids, and graphic, written or recorded information derived from human sources.

The DHHS regulation requires institutional assurances, including the implementation of procedures for review, and the assignment of responsibilities for adequately protecting the rights and welfare of human subjects. Safeguarding these rights and welfare is, by DHHS policy, primarily the responsibility of the grantee. The Consultant is responsible for ensuring that the activity described or covered by this Agreement, and additional information relating to human subjects, derived materials or data are annually reviewed and approved by the Institutional Review Board of the Consultant. The Consultant and HRI agree to complete a HHS 596 form on an annual basis.

(b) Laboratory Animals

The Consultant agrees to abide by HHS policy requiring that laboratory animals not suffer unnecessary discomfort, pain or injury. The Consultant must assure HHS, in writing that it is committed to following the standards established by the Animal Welfare Acts and by the documents entitled “Principles for Use of Animals “and” Guide for the Care and Use of Laboratory Animals."

(c) Recombinant DNA

The Consultant agrees to abide by the current HHS Guidelines for Research involving Recombinant DNA Molecules. All research involving recombinant DNA techniques that is supported by the Public Health Service must meet the requirements of these Guidelines, which were developed in response to the concerns of the scientific and lay communities about the possible effects of recombinant DNA research. Their purpose is to specify practices for the construction and handling of recombinant DNA molecules and organisms or viruses containing recombinant DNA. As defined by the Guidelines, "recombinant DNA" corresponds to: (1) molecules that are constructed outside living cells by joining natural or synthetic DNA segments to DNA molecules that can replicate in a living cell; or (2) DNA molecules that result from the replication of a molecule described in (1).

Several types of studies involving recombinant DNA are exempt from the Guidelines while others are prohibited by the Guidelines. For the remainder, the Consultant must establish and implement policies that provide for the safe conduct of the research in full conformity with the Guidelines. This responsibility includes establishing an institutional biosafety committee to review all recombinant DNA research to be conducted at or sponsored by the Consultant and to approve those projects that are in conformity with the Guidelines. For each approved project, a valid Memorandum of Understanding and Agreement (MUA) shall be prepared for submission when solicited by an appropriate HHS staff member. The MUA is considered approved after review and acceptance by ORDA and by the Consultant.

(d) Promoting Objectivity in Research

Neither Consultant nor anyone working on its behalf shall have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity that may create a conflict, or the appearance of a conflict, with the proper discharge of Consultant’s duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Consultant agrees (i) to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict, and, (ii) if required, eliminate the conflict or put in place an acceptable conflict management plan. Consultant agrees to comply with the DHHS/HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Part 50 Subpart F, as may be amended from time to time. Failure to disclose conflicts or provide information related thereto to HRI may be cause for termination of the Agreement

(e) Additional Assurances

Should any additional DHHS-HHS regulations be promulgated that are applicable to this Agreement, the Consultant and HRI will review and agree to include them as part of this Agreement.

(f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

The following provisions 3-6 are applicable to federally funded projects:

3. Clean Air Act and the Federal Water Pollution Control Act Compliance - If this Agreement is in excess of $150,000, Consultant agrees to comply and to require that all subcontractors comply, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4. Notice as Required Under Public Law 103-333 - The Consultant is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

5. Required Federal Certifications -Acceptance of this Agreement by Consultant constitutes certification by the Consultant of all of the following:

   (a) The Consultant is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

   (b) The Consultant is not delinquent on any Federal debt.

   (c) The Consultant will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) requiring for Agreements of $100,000 or more, that Consultant (i).will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352, and (ii) will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

   (d) The Consultant shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.

   (e) The Consultant has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.

   (f) The Consultant maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.

   (g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Consultant is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.

1. Whistleblower Policy - Congress has enacted whistleblower protection statue 41 U.S.C. 4712, which applies to all employees working for Contractors, grantees, subcontractors, and sub-grantees on federal grants and contracts. This program requires all grantees, sub-grantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the

program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or sub-grantee.

The statue (41 U.S.C. 4712) states that an “employee of a Contractor, subcontractor, grantee [or sub-grantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure “that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the Contractor, subcontractor, grantee or sub-grantee who has the responsibility to investigate, discover or address misconduct.

The Consultant shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Consultant agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

ATTACHMENT H
NYSDOH Sample AIMS Data Use Agreement

NEW YORK STATE OF OPPORTUNITY. Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D.,
Commissioner

LISA J. PINO M.A., J.D.
Executive Deputy Commissioner

Dear: _____

Enclosed please find the New York State Department of Health (DOH), Office of Health Insurance Programs (OHIP), Medicaid Confidential Data (MCD) Data Use Agreement (DUA).

The purpose of the DUA is to provide a means for the Requesting Organization (Requestor) to provide information to allow DOH to support a request for the release of MCD to the Requestor.

In addition, the DUA establishes a legally binding agreement between the Requestor and DOH by defining the terms and conditions of the MCD release, should DOH accept the Requestor's Agreement. *The sensitivity of MCD cannot be over-emphasized. MCD includes all personal information about Medicaid recipients, including Protected Health Information (PHI).*

Furthermore, if the Requestor plans to hire subcontractors to work with MCD, the Requestor must complete and submit a DUA Addendum along with the Business Associate Agreement (BAA) to DOH. DOH must acknowledge the acceptance of the DUA Addendum and BAA to the Requestor before the subcontractor may access MCD.

The Requestor is responsible for complying with all federal and state laws and regulations regarding the privacy, protection, and security of MCD.

Please fill out this DUA in its entirety and be sure to attach all required supporting documentation. Send completed scanned applications to:

Email:

_____

Please contact the email address above if there are any additional questions about this agreement or Medicaid's data security requirements.

Section 1: Requestor Information

I. This Agreement is by and between the New York State Department of Health (DOH), and <Contractor Name>, being signed for by, _____, an authorized individual of the Organization, hereinafter termed "Requestor".

II. Provide the name, title and contact information of the individual authorized to legally bind your company, agency or entity to the terms of this Agreement. The person who is named in this section must sign all sections of the Data Use Agreement (DUA), except for the Custodian section which must be signed by the Custodian(s).

Authorized Individual:	
Title:	
Organization:	
Address:	
Telephone:	
Email Address:	
Contract or Grant Number:	
Entity Type:	☐ Qualified Entity (QE) ☐ Health Home (HH) ☐ Performing Provider System (PPS) ☐ Value Based Payment (VBP) Participant ☐ Managed Care Organization/Plan (MCO/MCP) ☐ State Entity: Click or tap here to enter text. ☐ Other: Under contract with the New York State Department of Health

III. DOH agrees to provide the Requestor with MCD from the DOH Medicaid Data Warehouse (MDW) or other recognized DOH data source. In exchange, the Requestor agrees to use the MCD only for purposes that support the Requestor's project, research or study referenced in this Agreement, which DOH has determined assists in the administration, monitoring, management and improvement of the State Medicaid program or the services provided to beneficiaries. The Requestor agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of the MCD by complying with the terms of this Agreement, State and Federal law, including the Health Insurance Portability and Accountability Act (HIPAA), NIST 800-53 Rev. 4, and NYS Information Security Policy P03-002.

IV. This Agreement contains the terms and conditions under which DOH will disclose, and the Requestor will obtain, use, reuse, disclose and destroy the DOH MCD data file(s) specified in Section 3: Data Description. This provision also applies to all derivative or commingled file(s) that contain direct individual identifiers or elements that can be used to identify specific individuals when used in concert with other information. This Agreement supersedes all agreements by and between the parties with respect to the use of MCD from the files specified in Section 3 and preempts and overrides any

previous instructions, directions, agreements, or other prior communication from the DOH or any of its components with respect to the data specified herein.

Section 2: Purpose

I. In consideration for accepting the data file(s), the Requestor represents that such data file(s) will be used solely for the purpose(s) listed below. Requestor agrees not to disclose, use or reuse MCD for any purpose, other than as described herein, without an executed and accepted DUA Addendum by and between Requestor and DOH. The Requestor affirms that the data requested by the Requestor is the minimum necessary to achieve the purposes stated in this section. The Requestor agrees that, within the Requestor's Organization and the organizations of its business associates, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose stated in this section.

II. In this section, Requestor should describe the purpose of the project, as well as how MCD will be used to assist DOH in the administration, monitoring, management and improvement of the New York State Medicaid program or the services provided to beneficiaries. The description of the project should clearly state the purpose of the initiative.

As the NYS Department of Health's AIDS Intervention Management (AIMS) contractor, <Contractor Name> is responsible for assuring the medical necessity and quality of care provided to Medicaid recipients in acute care facilities, managed care organizations (HMOs/PHSPs) and Designated AIDS Centers. In addition, <Contractor Name> conducts various projects related to assuring the quality of care and necessity of services provided to Medicaid patients in Article 28 facilities, including Diagnostic Treatment Centers, and by Medicaid providers. In order to conduct these review activities <Contractor Name> uses various data sources, including eMedNY (MMIS) and SPARCS, to analyze patterns of care and service, select cases for review and conduct quality improvement projects.

In support of the AIDS Intervention Management (AIMS) contract the AIMS agent uses retrospective data, specific to HIV and associated conditions for Inpatient Utilization, longitudinal perspectives of HIV management in ambulatory settings and annual quality performance monitoring through medical record review. AIMS also tracks maternal exposure to HIV and infant outcomes through the Maternal Pediatric HIV Prevention and Care (MPPC) review program.

AIMS analysis includes: Identifying unmet need, assessment of low volume providers, monitoring quality performance indicators and comparison of 200+ HIV provider settings. AIMS reports by provider, facility type i.e., Designated AIDS Center (DAC), geographic region and statewide levels.

All HIV information is managed in accordance with the confidential requirements of public health law Article 27-F.

DELIVERABLES

All reports and analyses that will be prepared with the data received from NYSDOH will be utilized to assure the medical necessity, appropriateness and quality of care provided to Medicaid recipients. Reports will be submitted to the NYSDOH Contract Manager consistent with the terms and conditions of the contract(s), at a minimum on a quarterly basis. Individual cases with identified or potential medical necessity, appropriateness and/or quality of care

concerns may be shared with the responsible provider or plan for review and comment. Quality indicator results calculated at a provider or plan specific level may be shared with the providers and/or plans whose care is measured. Any adjustments to a Medicaid claim, based upon the review outcome, will be shared with MMIS to adjudicate.

As a result of this data sharing agreement <Contractor> will be providing the Department with source code to run the specified performance metrics so that DOH staff may use these programs to report on the quality of care of adults enrolled in Medicaid and continue to monitor the quality of care in these populations over time.

Section 3: Data Description

I. The following DOH data file(s) or data elements, not to exceed the minimum necessary standard, are requested under this Agreement:

A. Specify the individual Medicaid record level data elements needed for this request: All eligibility, fee-for-service claims, and encounter records during the measurement year for all Medicaid beneficiaries throughout NYS. We are requesting data from the following files: 1. Enrollment (or Eligibility) Files; 2. Fee-for-Service Claims; 3. Encounter Records. Medicaid Enrollment data: Recipient ID; Managed care plan ID (for beneficiaries in managed care); Date of birth or age; Sex; Race/ethnicity; County Code; Zip Code; Eligibility category (may be multiple); Medicaid Aid Category code; Indicator for dual Medicare eligibility. FFS Claims and Encounter Data: Recipient ID; Managed care plan ID (for beneficiaries in managed care); Provider ID; Service begin and end date; Units of service; Days' supply, quantity dispensed, NDC code, prescribing provider id, and ordered date for prescription claims; Admission and discharge date (inpatient only); Reason for admission (i.e., diagnosis codes present on admission); Patient Status Code on discharge; All diagnosis code(s); NYS APR-DRG (inpatient only); Length of stay; Number of days in length of stay paid by Medicaid; All procedure code(s); All procedure code modifier(s) Indicator of procedure code system used on claim (ICD-9, ICD-10, CPT, HCPCS); All revenue center codes reported; Paid amount by Medicaid FFS or managed care plan; Provider specialty; Provider type; Category of Service Code; Rate Code; Type of Bill Code; Place of service; Indicator of claims versus encounter record; Indicator that the claim/encounter is final; Claim/encounter line number - TCN (Transaction Control Number).

The DOH data sources requested are eMedNY, MDW, UAS, and PNDS.

B. Specify the dates of the data requested:

Begin Date:

End Date:

C. Specify the frequency and schedule of data release:
Released only to NYS Department of Health; no public data release

Section 4: Custodian

I. The parties mutually agree that the following named individual(s) is (are) designated as Custodian(s) of the file(s) on behalf of the Requesting Organization and will be the

person(s) responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The Custodian(s) agrees to notify DOH within fifteen (15) days of any change of custodianship. The parties mutually agree that DOH may disapprove a custodian or may require the appointment of a new custodian at any time. The Custodian(s) hereby acknowledges his/her appointment as Custodian(s) of the aforementioned file(s) and agrees to comply with all of the provisions of this Agreement on behalf of the Organization. Should there be a third-party contractor in possession of MCD on Requestor's behalf, they, too, must designate a Custodian and submit the Custodian to DOH for acceptance.

II. Custodian(s), also known as Gatekeepers, shall be responsible for providing access to, and accurately documenting, certain information related to workforce members who access MCD on behalf of the requesting entity. Custodians must accurately record all entity staffing changes, and provide a quarterly report ("Quarterly Names Update") to the Security and Privacy Bureau containing the first and last names, and employment start and end dates of all affected employees.

III. Custodians must also provide this report upon written request from DOH. This quarterly report must always be accompanied by a notarized DUA Addendum. In addition to the Quarterly Names Update, Custodians must notify the Security and Privacy Bureau, within 24 hours, any time and employee or subcontractor joins or leaves the requesting organization. All Custodian changes also require the submission of a notarized DUA Addendum to DOH.

IV. Requestor or Custodian shall provide all policies and procedures related to workforce system access management including provisioning, modifying, and terminating users who access any system that stores, processes, analyzes or transmits MCD on behalf of the Requesting Organization.

V. Lead Custodian:

Lead Custodian:	
Title:	
Organization:	
Address:	
Telephone:	
Email Address:	
Date of Signature:	
Signature:	

VI. Alternate Custodian:

Alternate Custodian:	
Title:	
Organization:	
Address:	
Telephone:	
Email Address:	
Date of Signature:	
Signature:	

Section 5: Security

I. The Requestor warrants that it shall employ appropriate administrative, technical, and physical safeguards to protect the confidentiality and security of data provided under this DUA. The safeguards employed shall provide a level and scope of security that is not less than the level and scope of security requirements established by Federal and New York State policies. Further, the Requestor agrees that the data must not be physically moved, transmitted, or disclosed in any way from or by the site indicated in Section 6: Data Storage and Access without written approval from DOH.

II. DOH shall, at its sole discretion, require Requestor to complete and submit Moderate-Plus System Security Plan (SSP) Workbooks, a System Security Plan Controls Attestation, or establish a Restricted Access Model (RAM) Environment for any system(s) that will store, process or permit access to MCD. DOH shall evaluate Requestor's DUA submission, determine the most appropriate solution for securing MCD, and provide Requestor with necessary materials to fulfill this requirement.

Section 6: Data Storage and Access

I. When Requestor and Custodian take possession of MCD, it shall be stored in the location specified below. The data cannot be transferred by any means to another environment without a DUA Addendum to this Agreement that has been accepted by DOH.

Type of Storage Environment:	☐ Restricted Access Model ☐ Production ☐ DOH System Access: Click or tap here to enter text. ☐ Other:
Title of Location:	
Company Housing Data:	
Address of Location:	

Section 7: End Date and Destruction of Data

I. The parties mutually agree that the aforesaid files(s) (and/or any derivative file(s)), including those files that directly identify individuals, may only be retained by the Requestor until <u>< Date></u>, hereinafter known as the "End Date." The DUA may only be extended past the End Date if a written DUA Addendum is accepted by DOH prior to the DUA expiration date. Extensions of the DUA will be tied to: A) end dates of contracts with DOH; B) end dates for Centers for Medicare and Medicaid Services (CMS) grants; or C) per OHIP sponsor determination.

II. If the purpose described in Section 2: Purpose is completed prior to the End Date, the Requestor agrees to notify DOH within 30 days of completion. Upon such notice or the End Date, whichever occurs sooner, the Requestor agrees to destroy all data provided under this DUA, unless DOH grants an exception. If DOH grants the exception, the MCD must be protected until it has been destroyed. The Requestor agrees to destroy all MCD and submit

a Data Destruction Affidavit to DOH within 30 days of the project completion. The Requestor agrees not to retain any DOH MCD files or any parts thereof, unless authorized in writing by DOH. DOH does not have to notify Requestor of the End Date for this provision to apply. Either party may terminate this DUA at any time, for any reason, upon 30 days written notice to the other party. Upon notice of termination by Requestor, DOH will stop releasing data file(s) to the Requestor and the Requestor must destroy all data file(s) Requestor has already received. If a Data Consuming Entity (DCE) goes out of business it shall destroy all MCD it has received from DOH and submit a Data Destruction Affidavit to DOH within 30 days.

Section 8: Offshore Prohibition

The Requestor further agrees that any MCD provided under this Agreement shall not be accessed by employees, agents, representatives, or contractors who are located outside of the United States and its territories (offshore). Further, the Requestor agrees that MCD shall not be received, stored, processed, or disposed via information technology systems which are located offshore.

Section 9: Unauthorized Use or Disclosure, Breach and Incident Response

I. The Requestor agrees that if DOH determines or believes that the Requestor has used, reused or disclosed MCD in a way other than as explicitly authorized by this Agreement, DOH may, at its sole discretion, require the Requestor to:
   A. Promptly investigate and report to DOH the Requestor's determinations regarding any alleged or actual unauthorized use, reuse or disclosure;
   B. Promptly resolve any problems identified by the investigation;
   C. If requested by DOH, submit a formal response to an allegation of unauthorized use, reuse or disclosure;
   D. If requested by DOH, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and
   E. If requested by DOH, destroy all data files received from DOH and submit a Data Destruction Affidavit. The Requestor understands that upon DOH's determination or reasonable belief that unauthorized uses, reuses or disclosures have taken place, DOH may suspend further release of MCD to the Requestor, indefinitely. The Requestor agrees to report any breach of personally identifiable information (PII) or Protected Health Information (PHI) from the DOH data file(s), loss of MCD or disclosure to any unauthorized persons to the DOH by e-mail notification at doh.sm.Medicaid.Data.Exchange@health.ny.gov within one hour of discovery, and to cooperate fully in the security incident investigation and review process. While DOH retains all ownership rights to the data file(s), as outlined above, the Requestor shall bear the cost and liability for any breaches of PII or PHI from the data file(s) while they are entrusted to the Requestor. Furthermore, if DOH determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the Requestor agrees to carry out these notifications without any cost to DOH.

II. If Requestor determines that an incident has occurred in one of Requestor's systems, Requestor must notify DOH. An incident is defined as violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices. DOH may require Requestor to complete a risk analysis, risk assessment and an organizational attestation affirming that Requestor has identified and remediated the root cause of the malicious software outbreak, cyberattack, or other information security

incident and that Requestor's systems and networks have been remediated and have returned to
normal operation. Requestor understands that access to DOH systems will not be granted until the organizational attestation is completed and accepted by DOH. Requestor acknowledges that Requestor's organization is liable if ransomware or malware spreads to DOH systems from Requestor's systems.

III. Prior to the start of forensic activities related to significant information security incidents, the organization should determine how it will collect and preserve evidence in a way that supports its use in future legal or internal disciplinary proceedings. The organization should make all such forensic decisions in accordance with its policies and advice from legal counsel. In such situations, the organization should follow a clearly defined chain of custody to avoid allegations of mishandling or tampering with evidence. The organization should keep a log of every person who had physical custody of the evidence, and document the date and time of the actions that they performed. The organization should make a forensic copy of the evidence and verify the integrity of both the original and the copied evidence. The organization should assure that the original evidence is stored securely and perform all forensic examination and analysis using only the copied evidence. If it is unclear whether or not evidence preservation is required, the evidence should be preserved. All forensic examination, such as that described above, must account for the disposition and impact on all DOH data as well as all systems that store, process, analyze, or transmit DOH data in the report provided to DOH.

Section 10: HIPAA Business Associate Agreement

Complete and return Attachment A: HIPAA Business Associate Agreement along with the DUA application.

Section 11: Sharing Data with Third Parties

I. Requestor agrees not to share MCD obtained from DOH with other parties unless DOH has accepted a DUA Addendum and a copy of the Business Associate Agreement (BAA) executed between Requestor and the third-party Business Associate with DOH. Any BAA submitted for DOH acknowledgement as part of a DUA addendum must contain at minimum the confidentiality language found in part II.

II. Confidentiality Language for Third Parties.

A. The Federal Center for Medicare and Medicaid Services (CMS) requires that all contracts and/or agreements executed between the Department of Health and any second party that will receive MCD must include contract language that will bind such parties to ensure that contractor(s) abide by the regulations and laws that govern the protection of individual, Medicaid confidential level data. This notification requires that you include the following language in this contract and all future contracts that will govern the receipt and release of such confidential data:

1. Medicaid Confidential Data/Protected Health Information includes all information about a recipient or applicant, including enrollment information, eligibility data and protected health information.
2. You must comply with the following state and federal laws and regulations:
   a. Section 367-b(4) of the NY Social Services Law
   b. New York State Social Services Law Section 369(4)
   c. Article 27-F of the New York Public Health Law and 18 NYCRR 360-8.1
   d. Social Security Act, 42 USC 1396a(a)(7)

e. Federal regulations at 42 CFR 431.302 and 42 CFR Part 2
f. The Health Insurance Portability and Accountability Act (HIPAA) and HITECH, at 45 CFR Parts 160 and 164
g. NYS Mental Hygiene Law Section 33.13

B. Please note that MCD released to you may contain AIDS/HIV related confidential information as defined in Section 2780(7) of the New York Public Health Law. As required by New York Public Health Law Section 2782(5)(a), the following notice is provided to you: "This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for the release for further disclosure."
C. Alcohol and Substance Abuse Related Confidentiality Restrictions: Alcohol and substance abuse information is confidential pursuant to 42 CFR Part 2. General authorizations are ineffective to obtain the release of such data. The federal regulations provide for a specific release for such data.
D. You agree to ensure that you and any agent, including a subcontractor, to whom you provide Medicaid Confidential Data or Protected Health Information (MCD/PHI), agrees to the same restrictions and conditions that apply throughout this Agreement. Further, you agree to state in any such agreement, contract or document that the party to whom you are providing the MCD/PHI may not further disclose it without the prior written approval of the New York State Department of Health. You agree to include the notices preceding, as well as references to statutory and regulatory citations set forth above, in any agreement, contract or document that you enter into that involves MCD/PHI.
E. Any agreement, contract or document with a subcontractor must contain all of the above provisions pertaining to confidentiality. It must contain the HIV/AIDS notice as well as a statement that the subcontractor may not use or disclose the MCD without the prior written approval of DOH.

Section 12: Publications

The Requestor agrees not to disclose direct findings, listings, or information derived from the file(s) specified in Section 3, with or without direct identifiers, without the express written consent of DOH, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity. The Requestor further understands and acknowledges that any publications derived from MCD must be reviewed and approved by the DOH prior to publication or public release. The term publication is defined to include, but is not limited to: written abstracts, articles and papers; presentations at conferences, board meetings, r advisory committee meetings, task forces, or collaborative groups; minutes of meetings, charts, graphs, data sheets, and slides; posting of information on a website, or social media such as Facebook, LinkedIn, Twitter; or email. DOH Office of Health Insurance Programs (OHIP) requires at least forty-five (45) business days to review and approve proposed publications. Any research publication shall include the following disclaimer: "Disclaimer: The views and opinions expressed in this article are those of the author(s) and do not necessarily reflect the official policy or position of the New York State Department of Health. Examples of analysis performed within this article are only examples. They should not be utilized in real-world analytic products."

Section 13: Attestation and Execution

I. By signing this Agreement, the Requestor and Custodian agree to abide by all provisions set out in this Agreement and acknowledges that violation of the terms of this Agreement may have potential civil, criminal or administrative penalties.

II. By signing this Agreement, the Requestor agrees to grant access to MCD at any time to authorized representatives of DOH at the site indicated in Requestor's SSPs or RAM documentation for inspecting and confirming compliance with the terms of this Agreement.

III. By signing this Agreement, the undersigned individual hereby attests that he or she is authorized to enter this Agreement and legally bind the organization and agrees to all the terms specified herein.

IV. By signing this Agreement, the Requestor agrees that this Agreement shall be deemed executory to the extent of the resources available to DOH Medicaid program and no liability on account thereof shall be incurred by the DOH Medicaid beyond the resources available thereof.

V. The parties mutually agree that DOH retains all ownership rights to the data file(s) referred to in this Agreement, and that the Requestor does not obtain any right, title, or interest in any of the MCD furnished by DOH. DOH reserves the right to require Requestor to destroy all MCD received from DOH any time and for any reason. If DOH exercises this right and requires Requestor to destroy all MCD received from DOH, a Data Destruction Affidavit form must be completed and returned to DOH.

VI. By signing this Agreement, the Requestor agrees to be responsible for the use of MCD, whether the data is in its hands or in the hands of its contractors/subcontractors. Requestor will also be responsible for the establishment and maintenance of security, to prevent unauthorized use of MCD. The Requestor represents and warrants that such data will not be disclosed, released, revealed or showed, or access granted to any person other than those listed on the Names List provided to DOH. Any improper use or disclosure of MCD must be reported to the Security and Privacy Bureau. Requestor agrees to establish and ensure that its contractors/subcontractors, if any, establish appropriate administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use of or access to the data. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by the Federal Health Insurance Portability and Accountability Act of 1996. There should be no release of MCD unless written permission is received from DOH.

VII. Attestation Regarding Privacy/Security of Medicaid Confidential Data: Requestor, contractors and subcontractors hereby agree to all confidentiality language for Third Party Contractors found in Section 11: Sharing Data with Third Parties of the DUA, and that these citations must be included in all MOU, MOA, Subcontracts or Contracts. Requestor, contractors and subcontractors hereby acknowledge that all subcontractors will be listed in a DUA Addendum, and that a BAA will be maintained by the contractor and provided to DOH.

VIII. Limitations and Liabilities: DOH will not be responsible for any loss due to data exchange.

IX. Assignment: The Requestor may not assign, transfer, convey, or sublet, directly or indirectly, all or part of its rights or obligations under this Agreement.

X. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. If any provision of this Agreement conflicts with any statute or rule of law of the State of New York, or is otherwise unenforceable, such provision shall be deemed null and void only the extent of such conflict or unenforceability, and shall be deemed separate from, and shall not invalidate, any other provision of this Agreement.

XI. If Requesting Organization is a Qualified Entity (QE), some of the provisions contained within the DUA may not apply. In these situations, the Statewide Health Information

Network for New York (SHIN-NY) regulations will apply. For QEs, MCD may only be used for
treatment, quality improvement, to reduce medically adverse events, and to reduce costs through care coordination as authorized by 18 NYCRR 504.9. All QEs must submit proof of Qualified Entity Certification when returning the DUA form to DOH.

XII. Confidentiality Statement

A. The Requestor has requested the data outlined in Section 3 ("the data") to conduct utilization and quality reviews, and quality improvement projects per <Contract #> and <DUA #> for periods (dates): upon DUA approval and until 1/31/2020.

B. Section 1902(a)(7) of the federal Social Security Act and Section 369(4) of the Social Services Law require that MCD be treated as confidential and used or disclosed only for purposes directly connected with the administration of the Medical Assistance program.

C. The Requestor certifies to DOH that the Requestor, its officers, employees, agents or subcontractors will adhere to these Medicaid confidentiality standards and provisions of the legal authority cited by Requestor in the Purpose section. The Requestor will provide the following controls to ensure confidentiality of the MCD:

1. The MCD may only be used for the purpose listed in this Agreement.
2. Only listed Requestor staff that requires access to MCD to perform functions listed in this Agreement may be given access to the data. Such staff will be instructed by the Requestor in the confidential nature of the data and its proper handling.
3. The MCD will be stored in locked storage receptacles for physical media or encrypted when in electronic format when the data are not under direct and immediate control of an authorized Requestor staff member engaged in work under this Agreement.
4. The MCD, including any copies made by the Requestor, will be returned to DOH by the Requestor upon completion of the purpose outlined in the DUA, or with prior written DOH approval, the data may be destroyed by the Requestor after its use and a written confirmation provided by the Requestor to DOH of such destruction.

XIII. Requestor, its contractors and subcontractors agree to sign the Federal Health Insurance Portability and Accountability Act/ Business Associate Agreement (HIPAA/BAA). Requestor agrees that all staff identified as having access to the MCD in any BAA, Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), contract or subcontracts must match the list provided to DOH. Requestor agrees that the statement of work to be done in the BAA, MOU, MOA, contract or subcontracts must match the purpose outlined in this DUA. Requestor agrees that the duration of the BAA, MOU, MOA, contract, or subcontracts must match the "start" and "end" date as stated in the DUA. Any description of destruction or return of MCD must match that as stated in the DUA.

XIV. No individual claim-specific data in any form shall be combined or become a permanent part of another database or information sharing and retrieval system. Any use of individual recipient record data beyond this Agreement must have the written approval of DOH.

XV. Requestor signs this Agreement as a condition for receipt of MCD to ensure maintenance of confidentiality and security of the data pursuant to the laws and provisions outlined within the DUA.

Date:

Signature of Requestor:_____

Requestor's Name (please print):

Requestor's Title (please print):

Organization:

Address:

NOTARY

State of _____

} ss.:

County of _____

Subscribed and sworn to before me on this_____ day of _____, 20__

_____
Notarization

DOH Acceptance:

Date:

Signature of DOH Representative: _____

Signer's Name (please print):

DUA Identification Number:

DUA Start Date:

Attachment A – HIPAA BUSINESS ASSOCIATE AGREEMENT

I. As an entity receiving MCD from DOH under this Data Use Agreement (DUA), Requestor becomes a Business Associate of DOH and therefore agrees to the provisions of the BAA outlined below.

II. Definitions. For purposes of this Agreement:

A. "Business Associate" shall mean: <Contractor Name>

B. "Covered Program" shall mean: New York State Department of Health, Health Insurance Programs

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.

III. 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 (PHI) 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 PHI 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 PHI not provided for by this Agreement of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of unsecured PHI 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 PHI that was 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;
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 PHI 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 PHI 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 PHI 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 PHI 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 PHI 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 PHI, relating to the use and disclosure of PHI 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 (Secretary), 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.

IV. Permitted Uses and Disclosures by Business Associate

A. Except as otherwise limited in this Agreement, Business Associate may only use or disclose PHI 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 PHI for the proper management and administration of Business Associate.

C. Business Associate may disclose PHI as required by law.

V. Term and Termination

A. This Agreement shall be effective for the term as specified in the contract between the Covered Entity and Business Associate, after which time all of the PHI provided by the 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 impracticable or not feasible to return or destroy PHI , protections are extended to such information, in accordance with the termination provisions in your contract.

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 PHI received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
2. In the event that returning or destroying the PHI is impracticable or not feasible, Business Associate shall provide to Covered Program notification of the conditions that prevented the return or destruction of the PHI. Upon mutual agreement of Business Associate and Covered Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction impracticable or not feasible, for so long as Business Associate maintains such PHI.

VI. Violations

A. Any violation of this Agreement may cause irreparable harm to the Covered Program. Therefore, the Covered Program 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 Covered Program 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 hold harmless the Covered Program 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.

VII. 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 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.

F. Alcohol and Substance Abuse. If Alcohol and Substance Abuse information is to be disclosed under this Agreement, Business Associate acknowledges that it has been informed of the confidentiality requirements of 42 CFR Part 2.

Business Associate (Subcontractor):

Name:

Entity:

Signature:

Date:

Covered Entity

Name:

Entity: NYS DOH

Signature:

Date

Attachment B - DATA DESTRUCTION AFFIDAVIT FORM

1. My name is, Click or tap here to enter text.
2. I am employed at Click or tap here to enter text. , which is located at Click or tap here to enter text.
3. Medicaid Confidential Data (MCD), i.e., Click or tap here to enter text. were obtained from the New York State Department of Health (DOH) pursuant to Data Use Agreement (DUA) Number Click or tap here to enter text.. This DUA was entered into for the following purpose: Click or tap here to enter text.

This project/program was completed on: Click or tap here to enter text.

4. I understand that this project/program specifically prohibits the use of the Medicaid data for any purpose, other than the purpose of which was stated in the DUA, without the prior written approval of the New York State Department of Health, Office of Health Insurance Programs. As the project/program has been completed, I understand that the Medicaid data may no longer be used for any purpose whatsoever.
5. Please check one of the following responses regarding the return or disposal of MCD:

☐	Returned……..	Date: Click or tap to enter a date.
☐	Destroyed by shredding……	Date: Click or tap to enter a date.
☐	Destroyed by crushing……	Date: Click or tap to enter a date.
☐	Destroyed by forensic cleaning……	Date: Click or tap to enter a date.

6. The data was destroyed by: Insert Name of Entity Who Performed Destruction.
7. I understand that there are civil and criminal penalties for violations of the following laws and regulations pertaining to the confidential nature of the Medicaid data:
    - Section 367-b(4) of the NY Social Services Law
    - New York State Social Services Law Section 369(4)
    - Article 27-F of the New York Public Health Law and 18 NYCRR 360-8.1
    - Social Security Act, 42 USC 1396a (a)(7)
    - Federal regulations at 42 CFR 431.302 and 42 CFR Part 2
    - The Health Insurance Portability and Accountability Act (HIPAA) and HITECH, at 45 CFR Parts 160 and 164.
    - NYS Mental Hygiene Law Section 33.13
8. I have not retained any MCD disclosed to me under the above-referenced DUA and I understand that any MCD that I might recall from memory remains confidential.

_____
APPLICANT SIGNATURE

Date: _____

NOTARY

State of _____ ss.:

County of _____

Subscribed and sworn before me on this _____ day of 20____

_____ NOTARY PUBLIC SIGNATURE