



Department of Health

Request for Proposals

RFP # 16810

Delivery System Reform Incentive Payment (DSRIP) Program Opt Out Mailing

Issued: August 3, 2016

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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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(16810 – DSRIP OPT OUT MAILING)	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	August 3, 2016
Deadline for Submission of Written Questions	August 15, 2016 4:00 p.m. ET
Responses to Written Questions Posted by DOH	On or About August 29, 2016
Deadline for Submission of Proposals	September 19, 2016 4:00 p.m. ET
<u>Anticipated</u> Contract Start Date	March 1, 2017

2.0 OVERVIEW

Through this Request for Proposals (“RFP”), the New York State (“State”) Department of Health (“DOH”) or “Department” is seeking competitive proposals from bulk mailing vendors to provide services as further detailed in [Section 4.0](#) (Scope of Work). It is the Department’s intent to award one (1) contract from this procurement.

2.1 Introductory Background

The New York State Department of Health’s Office of Health Insurance Programs (OHIP), must complete a monthly mailing to all newly eligible Medicaid members. The monthly mailing will consist of two mailings: an “initial mailing”; and then potentially a “second mailing” for mail that has been returned as undeliverable. The mailing was created to provide all Medicaid members with an opportunity to opt out of data sharing for the high priority New York State Delivery System Reform Incentive Payment (DSRIP) program. The DSRIP program is an \$8 billion, five (5) year program to transform the healthcare delivery system for New York and reduce avoidable hospitalizations and emergency room visits by 25% over 5 years. Year 1 of the DSRIP program started in April 2015 and members’ Medicaid claims and encounter data cannot be shared with the network of providers within a Performing Provider System (PPS) until the Opt-Out mail notification process is complete. Since the network of providers are providing and delivering strategic services to the Medicaid members for DSRIP, it is critical for them to have access to this data. The Department of Health has completed the first two major mailings under this project to existing eligible Medicaid members which was completed in November 2015 and April 2016 respectively. This RFP is for mailing services to notify newly eligible members on a monthly basis.

2.2 Important Information

The bidder is required to review, and is requested to have legal counsel review, Attachment E, the DOH Agreement as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of Attachment E 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 E, “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 A, 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.

2.3 Term of the Agreement

The term of the agreement will be for a period of two (2) years commencing on the date shown on the Calendar of Events in [Section 1.0](#). After the initial contract term expires, at the discretion of DOH, the contract may be extended, at the same rates, for up to 3 additional one (1) year periods.

3.0 Bidders Qualifications to Propose

3.1 Minimum Qualifications

DOH will accept proposals from organizations with the following types and levels of experience as a prime contractor. Bidders must meet both minimum qualifications in order to submit a bid.

- A minimum of two (2) years of experience operating a bulk mailing operation, including reproduction and distribution, on a comparable scale to that described herein, during the past five years; and,
- A minimum of two (2) years of experience providing address cleansing/standardization services, on a comparable scale to that described herein, during the past five years.

Experience acquired concurrently is considered acceptable.

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

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

3.2 Preferred Qualifications (If Applicable).

- Experience operating a bulk mailing operation within the health care industry.

4.0 SCOPE OF WORK

This Section describes the bulk mailing 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 required to provide responses that address all of the requirements of this RFP as part of its Technical Proposal.

The terms “bidders”, “vendors” and “proposers” are used interchangeably. 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.

4.1 Performance Standards/Expectations

The Contractor shall meet industry standards for quality assurance. Any alteration of the formats, frequency or strategy for monitoring and reporting on mailing operations shall only be made with prior approval of the Department. The Contractor, and its sub-contractors, are expected to meet the following performance standards/expectations:

- The Contractor will be expected to complete the “initial” mailing to newly eligible Medicaid members consisting of approximately 150,000-200,000 mailings per month, within a one (1) week time period. In order to be considered compliant, the Contractor must complete 98% of the requested mailings per month.
- The Contractor will be expected to complete the “second” attempt mailing to eligible Medicaid members consisting of approximately 10% of the “initial” mailings per month, within a one (1) to one and a half (1 ½) week period. In order to be considered compliant, the Contractor must complete 98% of the requested mailings per month.
- The Contractor will be expected to scan 95% of all undeliverable mail returned to the Contractor within three (3) business days.
- The Contractor will be expected to destroy and shred 95% of all the undeliverable mail after it has been scanned within four (4) business days.
- The Contractor shall remain compliant with United States Postal Services (USPS) regulations and guidelines.
- The Contractor shall comply with all privacy and security policies and procedures of the Department and applicable state and federal law and administrative guidance with respect to the performance of this contract. The Contractor must develop and follow a System Security and Privacy Plan approved by DOH for all projects and all major system enhancements to address potential security issues and the steps that the Contractor has taken to ensure these issues will not compromise the operation of the program.
- The Contractor shall adhere to the procedures and standards outlined by the Contractor in its Quality Assurance Plan, which is subject to approval by the Department.

4.2 Tasks/Deliverables

Per this RFP, the Contractor shall provide mail fulfillment and reproduction services. These services will be conducted to specified Medicaid categories defined by the Department. The Contractor will be responsible for purchasing supplies, postage permit, and all distribution services necessary to implement the mailing, including but not limited to: printing and mailing of the DSRIP opt out data sharing letters, receiving undeliverable mailings, and scanning of the undeliverable mail. The Contractor will also need to use its updated mailing fulfillment technologies to clean up and process non-standard and undeliverable addresses to become deliverable to the population outlined by the DOH.

Related Roles and Responsibilities Complementary to the Contractor’s Services

The Contractor will work with the following entities in order to efficiently carry out the required tasks of this RFP. The organizations listed below will be referred to as the Department’s Service Providers. The roles, responsibilities, and organizations are subject to change.

- Currier McCabe and Associates Inc. (CMA): CMA will supply the list of Medicaid members per Department policies and procedures and record the members that have opted out of data sharing within the Medicaid Analytics Performance Portal (MAPP).
- Computer Science Corporation (CSC): CSC will merge eMedNY (www.emedny.org) address files with Client Identification Numbers (CINs) provided by CMA and in-turn provide the address file in the form of a mailing list to the Contractor.
- MAXIMUS: The MAXIMUS Call Center will receive Opt-Out letter responses (either returned by mail or called in) and record opt outs into a single file. MAXIMUS will provide this list of opt outs to CMA to flag those individuals. MAXIMUS will also provide assistance to answer member questions and coordinate language translations services.

Initial Mailing Process and Procedures

The following outlines the process and tasks of the Contractor in order to complete the “initial” mailing process. The initial mailing must be completed within the timeframe specified in Section 4.1 of the RFP.

1. The Contractor will receive a monthly file containing a list of mailing addresses from CSC which includes the member’s CIN, name, address, Performing Provider System (PPS) county code, PPS name, and Managed Care Organization (MCO) through a secure file transfer as described in Section 4.5 of the RFP;
2. The Contractor will then run each member’s address through the National Change of Address (NCOA) in order to categorize and complete cleansing of the address file. This process is detailed in Section 4.2.1.
3. The Contractor will then create a mail merge of the member’s address file and the Opt Out letter in PDF format. The Contractor will create and develop the encrypted barcode in a format consistent with the Opt-

- Out Letter PDF template supplied by the DOH. This file customization is described in Section 4.2.2 of the RFP.
4. The Contractor will test developed barcodes and data file samples as described in Section 4.2.6.
 5. The Contractor must validate the accuracy of the mailing package at a minimum for every 10,000 letters. The methodology for accuracy verification will be reviewed and approved by the DOH. This methodology will be approved from the Bidder's Quality Assurance Plan referenced in Section 4.2.8.
 6. The Contractor will then complete the initial mailing in conjunction with the package and postage requirements detailed in Sections 4.2.3 and 4.2.4 respectively.

Second Attempt Mailing Process and Procedures

The following outlines the process and tasks of the Contractor in order to complete the "second" mailing process. The second mailing must be completed within the timeframe specified in Section 4.1 of the RFP.

1. The Contractor must follow all procedures outlined in Section 4.2.5 regarding undeliverable mail from the initial mailing.
2. The Contractor will receive a new address file from DOH for all undeliverable member addresses through security protocols as described in Section 4.5 of the RFP.
3. The Contractor will then run the member's address through NCOA in order to categorize and complete cleansing of the address files. This process is detailed in Section 4.2.1 under Second Mailing.
4. The Contractor will then create a mail merge of the member's address file and the Opt Out letter in PDF format. The Contractor will create, develop, and test the encrypted barcode which must be consistent with the Opt-Out Letter PDF template supplied by the DOH. This file customization is described in Section 4.2.2 of the RFP.
5. The Contractor will then complete the second mailing in conjunction with the package and postage requirements detailed in Sections 4.2.3 and 4.2.4 respectively.
6. The Contractor will follow procedures outlined in Section 4.2.5 Undeliverable Mail from the Second Mailing for any undeliverable letters generated from the second attempt mailing.

4.2.1 NCOA - File Cleansing

The Contractor must verify all member files against the National Change of Address (NCOA) software and complete standardization of address files prior to composition. These address files will be categorized into "good" or "bad" files. "Good" address files are accepted by the USPS if the address is in the appropriate mailing format. "Bad" address files are not accepted by the USPS if the address cannot be located by USPS. It is estimated that 30% of the addresses will fall into the "bad" category for the initial mailing. The categories will determine the pricing models (Section 4.2.4) for the initial mailing and the approach for a second attempt mailing if necessary. The Contractor will be required to submit a report (outlined in Section 4.4) for these categories broken down into counts of each category prior to composition. The Contractor is required to store address corrections at a member individual level and provide to the DOH upon request. The DOH will review summary reports to determine if additional cleansing services will be completed. The Contractor will offer recommendations for additional address-cleanse services for the initial and second attempt mailing addresses. The DOH will determine what additional address cleansing services will be implemented.

The Contractor will complete data analytics and analysis of address files to determine the lifecycle of the address files. The Contractor will track the evolution of a member's address files from the address submitted by the Department, verification through the NCOA/standardization, and additional cleanse files services.

The Contractor must mail out Opt-Out letters within the "good" USPS category first during each distribution phase. The "bad" USPS category letters shall be mailed subsequently after the correction/cleanse services are completed by the Contractor.

Initial Mailing

The Bidder will develop a proposal in response to this RFP recommending cleanse and correction file services for "bad" address files. The Contractor cannot complete or bill for cleanse services until the proposal is approved by the Department. This cleansing service and any cleansing service outside of the Contractor is subject to DOH approval prior to use and is subject to security requirements in Section 4.5.

After the cleanse and correction file services have been approved by DOH, all “bad” address files must be corrected using the Contractor’s internal correction file services prior to mailings. Once all addresses have been corrected/updated, the Contractor will again run these through the NCOA for acceptance. If the corrected address file is now accepted, the Contractor will create the Opt-Out letter and form in PDF format and continue with the mailing process. Postage price requirements will apply for the corrected file as described in Section 4.2.4. If the corrected file is still rejected or categorized as “bad”, the Contractor will create the Opt-Out letter and form in PDF format and mail at the full price rate as described in Section 4.2.4.

Second Mailing

Secondary mailings will mostly consist of mailings which were undeliverable during the initial mailing. File cleansing and correction services for the second mailing will be similar in nature to the initial mailing. However, after the address files have been run through the NCOA, the files have been categorized, and “bad” address files have been processed through the Contractor’s internal correction file service system; the Contractor will identify if any corrected mailing addresses were previously used for the initial mailing. To comply with USPS guidelines, the Contractor shall confirm updated address files submitted by the Department have not been mailed within 95 days at the discounted rate. The Contractor will not need to complete a second attempt to the member if DOH submits the same mailing address to the Contractor that was used for the initial mailing. The Contractor will construct a report for members that fall into this scenario as outlined in Section 4.4.

For all other instances the Contractor will then create the Opt-Out letter and form in PDF format similar to the initial mailing.

4.2.2 File Customization – Generating the Opt Out Letter

The Contractor shall complete the file customization of the Opt-Out letter as displayed in Attachment N and O. This will include a mail merge of member information (CIN, PPS, MCO) merged with the member’s address, creation of the letter customization for the member file, verification of the mailing address through NCOA, and mailing distribution. Visual of the Opt-Out letter and form are to be consistent with the original PDF templates created by the Department.

The Contractor must create and include an encrypted barcode with a unique identifier on all Opt-Out letters (PHI information including the CIN cannot be listed within the barcode). The encrypted barcode should also include the PPS and MCO along with a sequence number which must be listed on the top left-hand corner of each page. The Contractor shall create the document which includes the mail merge of the letter and address, small logic of assigning PPS name(s) based on county, and the encrypted barcode. The Contractor will develop logic to align New York State zip codes to the appropriate NYS County. The cross walk developed by the Contractor will link to the corresponding PPS within the NYS county. The Contractor will submit a proposal for their barcode encryption methodology which will be subject to review and approval by the DOH.

The Contractor must ensure the member CIN on the Opt-Out form is not visible through the window of the mailing. The Contractor will use DOH approved letterhead and logos for return and mailing envelopes subject to DOH approval. The Department will review a sample set of all reproduced letters prior to production to ensure the quality and customization is accurate.

4.2.3 Package Requirements

The DSRIP Opt-Out mailing package was developed by the Department’s DSRIP team and also incorporates feedback from The New York State Office of Alcoholism and Substance Abuse Services (OASAS), New York State Office of Mental Health (OMH) and the Community Based Organization (CBO)/ Cultural Competency Workgroup. The mailing package includes the DSRIP letter, the envelope, return envelope, and the opt out data sharing form. The current version of the DSRIP Opt-Out letter can be referenced in Attachment M.

Every package must include:

1. The Opt-Out Letter (2 duplexed pages)
2. The Opt-Out consent form (1 duplex page)
3. A #9 returned standard envelope

The Mailing package must be in the following format:

- Be printed on 8 1/2" x 11", #20 white paper;
- Be mailed in a #10 single window envelope;
- Be mailed with a prepaid postage mailing envelope;
- Be printed in duplex;
- Include 8 translation languages on the back of the #10 mailing envelope. This artwork will be submitted to the Contractor by the Department;
- Have the address of NYS Department of Health PO Box 11726 Albany, NY 12211 listed on the returned envelope (The PO Box is owned and Managed by MAXIMUS). The address will read NYS Department of Health to ensure Medicaid members understand their information will be sent to a trusted and protected entity;
- List the NYS Department of Health, Office of Health Insurance Programs as the sender. The PO Box under the sender's address will be established and managed by the vendor.

4.2.4 Postage Requirements

The Contractor is responsible for performing proper due diligence in selection of the proper pricing models for mailings. The Contractor is required to run any address files through the NCOA prior to composition, reproduction and distribution of a mailing. This includes the pricing model guidelines and protocols of the USPS. The Contractor shall establish a distribution model assuring the Department is in compliance with USPS guidelines for mailings, postage usage, and the reconciliation process. This model will be reviewed and subject to Department approval. Mailing addresses that are categorized as "good" should utilize the discounted postage price, while "bad" addresses should be mailed at full price.

Prior to completing any large mailing, the Contractor should inform USPS of the distribution mailing to prepare for the volume. The Contractor should inform USPS of the distribution timeframes, frequencies, distribution locations, and address validation process prior to distribution. The Contractor should submit sample mailing packages to USPS verifying the format is acceptable to the postal guidelines. The sample amount will be determined by DOH.

The Contractor must account for postal rate increases for both "good" and "bad" categories of addresses. The Contractor will be required to mail out letters sorted by zip codes to achieve the lowest postage price. The Contractor will provide a report (outlined in Section 4.4) to the DOH prior to each mailing outlining the locations where the distribution will take place and the volumes of each location.

The Contractor must use their own postage permit and submit invoices for postage within 30 days of completing any mailings. The Contractor must notify the Department if additional funds/residuals are within the Contractor's postage account. Funds remaining after the Opt-Out mailing process is complete, must be deposited back to the Department minimally at request and required prior to the expiration of the contract. The vendor must also provide to the Department the amount of total postage paid for mailing through an auditable source which will include postage paid for all mailings.

The Contractor must compile a report as required in Section 4.4, for the member address files including the member's CIN, mailing address utilized, date mailing was sent, postage price used, if the mailing was forwarded, updated forwarding address for the member, if the mailing was undeliverable, the undeliverable reason on the "nixie" (meaning the letter was not delivered and returned) label, whether it was a second mailing completed, and if the address processed through the file cleanse service. In instances where a mailing was forwarded, the forwarding address must be captured and reported to the Department. The Contractor must use reconciliation of the "nixie label" file for second and ongoing mailing. Verification is needed if the address has been previously used for a mailing. This will determine the postage price for the additional mailings.

4.2.5 Undeliverable Mail

The Contractor must be able to accommodate large quantities of undeliverable mail. Mail that is ultimately unable to reach the member results in the member being flagged as follow up needed by the DOH and potentially opted out of data sharing. The Contractor will be responsible to record all letters which are determined undeliverable, flag the member as being opted out by default, and report appropriately to CMA. This flag will ensure that the member is not included in any future mailings unless identified by the Department. The Contractor shall include processes

for handling rejected or undeliverable mail and the ability to generate a second mailing attempt for the member once a better address has been provided by the Department as described in Section 4.2.1.

Undeliverable Mail from the Initial Mailings

The Contractor must establish an efficient process in order to receive, manage, and process potentially large quantities of undeliverable mail from the initial mailings. These letters must be scanned by barcode in order to generate a daily summary report. The Contractor shall scan the undeliverable mail within the timeframe specified in Section 4.1. The Contractor must also destroy and shred mailing after information is recorded from the barcode. The Contractor will manage an estimated 10% of undeliverable letters during the initial mailings. The Contractor shall complete the destruction of undeliverable mail within the timeframe specified in Section 4.1. The Contractor will be required to follow DOH data destruction policies provided by the DOH's Privacy Coordinator.

The Contractor will also be responsible for creating a second attempt mailing for the member if a new address file is submitted by the Department, or a defined entity by the Department. The creation of the second mailing is described in Sections 4.2 and 4.2.1.

Undeliverable Mail from the Second Mailings

The Contractor will continue to monitor and manage undeliverable mailings during the second mailing attempt. The Contractor shall scan the undeliverable mail within the timeframe specified in Section 4.1. The Contractor must also destroy and shred mailing after information is recorded from the barcode. Subsequent mailings after the secondary mailing attempt will not take place unless directed by the DOH. Undeliverables from the secondary mailing attempt will be reported appropriately to CMA and the member will be flagged as opted out. The Contractor will manage an estimated 50% of undeliverable letters during the second mailing attempt.

4.2.6 Testing

The Contractor must test a sample set of barcodes (size to be determined by the Department) to verify appropriate information is captured. The Contractor shall complete print scanning of the barcodes performed on the scanners that will be used for production. Testing of barcodes will include dummy and PHI member data.

The Contract must also test data file PDF mailing samples. The Contractor shall complete pre-production printing of Opt-Out letter and form for quality assurance purposes. The Contractor will compose and reproduce samples subject to DOH approval prior to reproductions and distribution of the data set. The Contractor shall, after approval, test reproduction on software used for distribution. Testing will include dummy and PHI member data. The testing and samples are subject to DOH review and approval.

The Contractor will provide samples of PDF files to the Department prior to reproduction and distribution. The Contractor will also provide the supporting data set in the excel format utilized to compose the PDF samples. The Department will identify to the Contractor which fields are to be included within the data set. The PDF files and data set will be submitted electronically to the Department and the transfer of the files must follow procedure outlined in Section 4.5. The Department will determine the samples size, restrictions, and guidelines for the Contractor. A quality assurance report will be provided by the Department capturing the results and outlining issues. The Department will be responsible for outlining the formatting, layout, and logo placements of the PDF templates. The Contractor will not move into reproduction and distribution until the DOH approves the PDF samples and the issues with the QA report are resolved.

4.2.7 Additional at Request Services

4.2.7a Reprinting of the Opt-Out Letter

The Contractor shall provide the ability to reprint an Opt-Out letter and mail it to the member to support situations where a member or the Department requests the letter to be resent. DOH will notify the Contractor when a member requests a reprint.

The production and distribution process of reprints will follow the second mailing process outlined in Section 4.2. The reprint will be mailed at the discounted postage price if the address is categorized as "good"; or the reprint will be mailed at full price if the address is categorized as "bad."

4.2.7b Scanning and Recording of Signed Opt-Out Forms

At the request of the Department the Contractor shall receive, scan, and store signed Opt-Out forms mailed by members. Scanned forms must be stored and made accessible to the Department and to the Department's Service Providers for a minimum of six (6) years. The Contractor shall categorize and itemize scanned documents to resurrect stored Opt-Out forms at the Department's request. The Department will determine when and if paper forms and envelopes may be destroyed after properly scanned by the contractor. Upon request by the Department, the Contractor shall provide a report summary to outline the totals of scanned Opt-Out forms within each category. Opt-Out forms will be transferred securely as outlined in Section 4.5 and documentation of the chain of custody will be provided to the Department upon request. The Contractor will manage an estimated 20% of signed Opt Out forms to be scanned and stored electronically.

4.2.8 Quality Assurance and Monitoring

The Bidder will provide a written internal quality assurance (QA) plan in response to this RFP for monitoring and improving program components as described herein. The QA plan must define how the Bidder will ensure that all services are delivered effectively and efficiently. The QA plan should also define the procedures and standards by which the Bidder will maintain and evaluate its performance. Upon contract award, the Contractor shall work with the Department on determining the specific nature and extent of all periodic and ad hoc monitoring and reporting (please see Section 4.4).

4.3 Staffing Requirements

The Contractor shall ensure that the project and each of its components is adequately staffed with experienced, knowledgeable, well trained personnel who can meet the responsibilities outlined in this RFP. The Contractor shall initially provide the Department with an organization chart, depicting each component of the project, all cross-cutting functional units of the organization/project, numbers and types of staff for each component/function, and identified lines of authority governing the interaction of staff, and relationships with major subcontractors if applicable. The Contractor shall supply the Department with an updated chart on an annual basis or as requested by the Department. The names of management personnel must be shown on the organization chart.

Staff must include a Project Director. In addition, the Contractor must designate a deputy or second-in-command who can assist and complement the abilities of the Project Director. The Department retains the right of final approval for designation of the Project Director and Deputy Project Director. The Department must be notified in writing, reasonably in advance, if a new or other Project Director or Deputy Project Director will be hired. The notice must include an explanation for the change, and the name and credentials of the individual proposed to assume the position. The Contractor must also designate a Security Lead who is responsible for management and oversight of the Contractor's security practices. Any changes or addition in key staff once the contract has begun must also be reported to the Department with resumes of key staff submitted to the Department for approval reasonably in advance of when the staff begins employment.

4.4 Reporting Requirements

Contractor shall provide the Department with both ad hoc and periodic reports on mailing operations and quality assurance activities in accordance with Department-approved report specifications. Periodic reports may be requested on a daily, weekly, or monthly basis. It is expected that the exact reporting package required will be determined post-award between the selected Bidder and the Department. Over the term of the contract the types of reports the Department requires may also change, however, the number of reports required at any given time is not expected to exceed twenty (20). Example of reports that the Department expects, include, but are not limited to:

1. Mailing processes including capturing updated address files and undeliverable mailings.
2. A proposal to the Department prior to each mailing outlining the locations distribution will take place and the volumes.
3. A monthly distribution report on mailing status, broken down by zip code/region.
4. Distribution outline prior to mailings indicating the volumes within each NYS county, volumes for distribution sites and timeline for completion.
5. A weekly (daily upon DOH request) report and data destruction document outlining a count of undeliverables and verification of files destroyed.

6. Report on the Contractor's distribution model assuring the Department they are in compliance with USPS guidelines for mailings, postage usage and reconciliation processes.
7. As required, notification to the (upon request) Department if additional funds/residuals are within the postage account. Funds remaining after Opt-Out mailing process is complete, must be deposited back to the Department. The Contractor must also provide to the Department the amount of total postage paid for mailing through an auditable source. This will include postage paid for all mailings (discounted and full price rates).
8. Maintain reconciliation of the member address files and postage. The Contractor must compile a report for the member address files including the member's CIN, mailing address letter was submitted to, date mailing was sent, date postage price mailing was sent, if the mailing was forwarded; updated forwarding address for the member, if the mailing was undeliverable; note the undeliverable reason on the "nixie" label, indicate whether a second mailing completed, and whether the address was processed through the cleanse file service.
9. Confirmation that updated address files submitted by the Department have not been mailed within ninety-five (95) days at the discounted rate.
10. On an ad-hoc basis, provide a comprehensive picture of a member's program lifecycle, changes in program participation, address changes and corrections, and mailings delivered and undeliverable.

4.5 Security Requirements

The Contractor will be required to accept and submit secured files from the Department and the Department's Service Providers using Secured file Transfer Protocol (SFTP) for dummy data not containing Protected Health Information (PHI). The contractor will be required to accept and submit secured files to/from the Department and the Department's Service Providers using Two Factor Authentication (2FA) for files containing PHI (including testing and production).

The Contractor must complete a Data Exchange Application and Agreement (DEAA) with the Department. The Contractor may also be requested to complete the DEAA addendum addressing 2FA being used for the transferring of member data. The Contractor must implement 2FA for the transfer and exchange of member data. The method of implementation must be reviewed by the Department's Security Workgroup (SWG) and DOH legal for approval. All transferring, including PHI data, will be transported using 2FA.

The Contractor is to create a Chain of Custody (COC) outlining the 2FA guidelines for transport, storage and data destruction of the PHI files. The Department's Security Workgroup and DOH legal will review the COC for approval. The Contractor must provide the DOH with a Data Destruction Affidavit (see Attachment M) per the request of the DOH Privacy Coordinator. The DOH will determine the timeframe for the Contractor to submit the affidavit after data destruction is complete (e.g., 90 days). The Contractor must complete a Business Associate Agreement (BAA) with subcontractors. 2FA shall also be implemented for data transfers between the Contractor and its subcontractors.

The Contractor is required to execute a number of security and privacy agreements with the Department including but not limited to a Business Associate Agreement (Attachment Q). The Contractor will also be responsible, post-award, for development of a security and privacy plan as outlined in Attachment L. The Contractor will also be expected to complete the DOH System Security Plan (SSP) which will be provided at the contract signing. The SSP is based on NIST 800-53 security and privacy controls and requires the Contractor complete the section for each control indicating how the control is met.

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-responsible and therefore ineligible for this contract award. Two violations within four 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 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 OHIPcontracts@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

DOH 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 DOH, 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 DOH 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 DOH of such error in writing at OHIPcontracts@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 NYS Business Services Center (BSC) at: AccountsPayable@ogs.ny.gov with a subject field as follows:

Subject: Unit ID 3450437 Contract # TBD

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

**NYS Department of Health
Unit ID 3450437
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. Payment terms will be:

The Department will pay the selected Bidder for the exact volume of activity in a month, at the specific per unit price for that volume. Contractor shall submit vouchers and be reimbursed monthly on the deliverables listed within the cost proposal as follows:

- Deliverable 1: Initial Mailing billable at completion of Initial Mailing (at per unit cost times # of items mailed).
- Deliverable 2: Second Mailing billable at completion of Second Mailing (at per unit cost times # of items mailed).
- Deliverable 3: Postage payment will be funded to vendor on a monthly basis. Vendor will need to submit invoices with sufficient lead time for the Department to render payment (e.g., approximately 22 business days).
- Deliverable 4: Additional services billable at completion of either the Initial and/or Second Mailing (at per unit cost times # of items mailed).

The Contractor shall reduce the monthly claim for each deliverable outlined above by 10% (ten percent) (the "retainage"). This reduction shall be reflected in the total of each monthly invoice. The Contractor may bill the Department for the retainage if the performance standards outlined in section 4.1 are met. If performance standards are not met for the month of measurement, the retainage for that month shall only be returned to the Contractor if the standards are met in the following month (e.g. if the March retainage is withheld, it will be returned if the Contractor meets the standards for April). The retainage shall not be returned if the standards are not met in the following month.

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 F, 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

OHIPcontracts@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 E 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 E.

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 F, 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 F, 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 Workers' Compensation and Disability Benefits Certifications

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that DOH shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with DOH, successful Bidders will be required to verify for DOH, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to provide verification of either of these types of insurance coverage by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

The successful Bidder must submit the following documentation to the Department within 10 calendar days of notification of award.

ONE of the following forms as Workers' Compensation documentation:

A. Proof of Workers' Compensation Coverage:

1. **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
2. **Form SI-12** – Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or
3. **Form CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

ONE of the following forms as Disability documentation:

B. Proof of Disability Benefits Coverage:

1. **Form DB-120.1** – Certificate of Disability Benefits Insurance; or
2. **Form DB-155** – Certificate of Disability Benefits Self-Insurance; or
3. **Form CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Further information is available at the Workers' Compensation Board's website, which can be accessed through this link: <http://www.wcb.ny.gov>.

5.9 Subcontracting

Bidders 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's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;

4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department 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 G**, "Prior Non-Responsibility Determination".)
- g) increased the monetary threshold which triggers a lobbyists obligations 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 winning 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.gov/procurement>.

5.14 Debriefing

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than fifteen (15) calendar days from date of award or non-award announcement.

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 H, 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.

6.0 PROPOSAL CONTENT

The following includes the requested format and information to be provided by each Bidder. Bidders responding to this RFP should satisfy all requirements stated in this RFP. All Bidders are requested to submit complete Administrative, Technical, and Cost proposals. A proposal that is incomplete in any material respect will 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 B, 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.

DOH will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals. Such costs should not be included in the Proposal.

6.1 Administrative Proposal

The Administrative Proposal should contain all requirements 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. M/WBE Forms

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

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

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

C. Vendor Responsibility

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 www.osc.state.ny.us/vendrep/vendor_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 **Attachment J**, "Vendor Responsibility Attestation".

D. 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).

E. Bidder's Certified Statements

Submit **Attachment A**, "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 A or no Attachment A.

F. Encouraging Use of New York Businesses in Contract Performance

Submit **Attachment H**, "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.

G. References

Provide references using **Attachment D**, "References" for up to three for projects undertaken in the last five years that demonstrate the background and ability to provide the tasks and functions described in the RFP. Each reference should include a brief description of the services performed by the Bidder. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

H. 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 to this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response, **Attachment K**, "Diversity Practices Questionnaire". Responses to the questionnaire will be formally evaluated.

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 of 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 requested information to be provided, in the following order, 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 will 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 must not be included in the Technical Proposal documents.

A. Title Page

Submit a Title Page providing the RFP subject and number; the Bidder's name and address, the name, address, telephone number, and email address of the Bidder's contact person; and the date of the Proposal.

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

Documentation of bidder's eligibility responsive to Section 4.0 of RFP Technical Proposal Narrative.

Minimum Qualifications:

- A minimum of two (2) years of experience operating a bulk mailing operation, including reproduction and distribution, on a comparable scale to that described herein, during the past five years; and,
- A minimum of two (2) years of experience providing address cleansing/standardization services, on a comparable scale to that described herein, during the past five years.

D. Technical Proposal Narrative

Executive Summary

The Executive Summary should provide a brief overview of the proposing organization, proposed approach, with the Bidder's key strengths highlighted. It should not include any information concerning the cost of the proposal.

Corporate Background, Experience and Capacity

The Bidder should provide suitable evidence that the bidding entity has sufficient organizational experience to provide the services requested by submitting relevant information on past projects. Project descriptions should include the client name, contact person and phone number, duration of the project, a description of the scope of services provided and a description of project components that are similar to the services defined in this RFP. Bidders should describe how their relevant experience is applicable to the program described in the Scope of Work. The Bidder should provide a listing and description of all projects taking place within the past five years that involved one or more of the project's major components.

The Bidder should also describe experience that demonstrates its ability to establish, maintain and provide the proposed tasks and functions (including data systems) on the scale necessary to support this project, as described in Section 4 of the RFP.

Staff Requirements and Qualifications

Describe how the Bidder will meet the Staff Requirements as outlined in Section 4.3 of the RFP. Bidders should submit information demonstrating organizational corporate and staff qualifications to provide services as defined by this RFP. This should include a narrative description and organizational charts, including proposed staffing levels with titles by each project component. Bidders should also outline the location of any distribution facility or facilities they will use in fulfillment of these services.

In addition, the Bidder should describe its security and privacy qualifications and experience including:

- Designation of a Security Lead, responsible for management and oversight of the Contractor's security practices
- Contractor's screening process for potential employees
- Method(s) for conducting / deploying employee security and privacy training

Contractor is required to execute a number of security and privacy agreements with the Department including but not limited to a Business Associate Agreement (Attachment Q). Contractor will also be responsible, post-award, for development of a security and privacy plan as outlined in Attachment L. Contractor will also be expected to complete the DOH System Security Plan (SSP) which will be provided at contract signing. The SSP is based on NIST 800-53 security and privacy controls and requires the Contractor complete the section for each control indicating how the control is met.

Performance Standards/Expectations

Describe how the Bidder will meet all of the performance standards/expectations outlined in Section 4.1 of the RFP.

Reporting Requirements

Describe how the Bidder will meet the Reporting Requirements as outlined in Section 4.4 of the RFP.

Internal Quality Assurance, Monitoring and Reporting

For the purpose of this RFP, the Bidder should describe its quality assurance program, including a discussion of the bidder's approach to assessing quality (both quality control and quality assurance) and to drawing samples of the aspects in need of quality review. The Bidder should also provide examples of quality tracking and review tools used by the bidder to evaluate quality in other similar projects. Bidders should also provide a description of the qualifications of the staff the Bidder anticipates serving on the quality assurance team, including the number of staff necessary to implement the quality assurance program.

Proposed Approach

The Bidder should describe its approach for performing the work and accomplishing the scope and objectives as identified in this RFP.

In addition, the Bidder should:

- Describe the approach to fulfilling the requirements described in Section 4.2 of the RFP, within the timeframes stated.
- Provide examples of successful projects in which the Bidder has had to deliver similar systems and integrate with similar external systems to those described within this RFP.
- Describe the proposed computer and data system including hardware, equipment, machinery and software used for each type of major function described in the RFP.

- Describe the address cleansing/standardization solution(s) and services the Bidder will utilize including why the Bidder feels they will meet all requirements as described in Section 4.2. Describe how it would operate including the integration with other processes.
- Explain the general approach to manage and/or plan for the major work tasks. Include a proposed work-plan and timeline showing major milestones that will be reached to ensure complete operation of the required functions. Also describe the Bidder's general approach to project planning. The discussion should include, but not be limited to:
 - Development of the project plan / processes that is expected 30 days after contract award
 - Work Breakdown Structure (WBS)
 - Project Schedule
 - Risk Management
 - Change Management
 - Acceptance Management
 - Issue Management and Escalation
 - Communication

6.3 Cost Proposal

Submit a completed and signed [**Attachment C – Cost Proposal**](#). The Cost Proposal shall comply with the format and content requirements as detailed in this document and in Attachment C. 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 materials, equipment, profit and labor to the satisfaction of the Department of Health 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. The table below outlines the required format and volume for submission of each part. Proposals should be submitted in all formats as prescribed below.

	Electronic Submission	Paper Submission
Administrative Proposal	2 dedicated flash drives or CDs labeled "Administrative Proposal" containing a standard searchable PDF file with copy/read permissions only.	4 Originals 6 Copies
Technical Proposal	2 dedicated flash drives or CDs labeled "Technical Proposal" containing a standard searchable PDF file with copy/read permissions only.	4 Originals 6 Copies
Cost Proposal	2 dedicated flash drives or CDs labeled "Cost Proposal" containing standard searchable PDF file(s) with copy/read permissions only.	4 Originals 6 Copies

1. All hard copy proposal materials should be printed on 8.5" x 11" white paper (two-sided) and be clearly page numbered on the bottom of each page with appropriate header and footer information. A type size of eleven (11) points or larger should be used. The Technical Proposal materials should be presented separate from the sealed Cost Proposal. The sealed Cost Proposal should also be presented in separate three-ring binder(s);
2. Where signatures are required, the proposals designated as originals should have a handwritten signature and be signed in ink.
3. 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;
4. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team; and
 5. In the event that a discrepancy is found between the electronic and hardcopy proposal, the original hardcopy will prevail.

The complete proposal must be received by the NYSDOH, no later than the Deadline for Submission of Proposals specified in [Section 1.0, \(Calendar of Events\)](#). Late bids will not be considered.

Proposals should be submitted in three (3) separate, clearly labeled packages: (1) Administrative Proposal, (2) Technical Proposal and (3) Cost Proposal, prepared in accordance with the requirements stated in this RFP. Mark the outside envelope of each proposal as "RFP# DSRIP Opt Out Mailing– (Administrative) (Technical) or (Cost) Proposal submitted by (Bidder's name)". The three sealed proposals may be combined into one mailing, if desired.

Proposals must be submitted, by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.) or by hand as noted below, in a sealed package to:

Department of Health (RFP #16810)
Attention: Justin Seastrum, OHIP
One Commerce Plaza Room 1706
99 Washington Avenue
Albany, NY 12237

NOTE: You should request a receipt containing the time and date received and the signature of the receiver for all hand-deliveries and ask that this information also be written on the package(s).

Submission of proposals in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

7.1 No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form [Attachment I](#).

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 both 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 **70%** of a proposal's total score and the information contained in the Cost Proposal will be weighted **30%** of a proposal's total score. Click here to enter text.

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), and include the proper documentation, including all documentation required 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, including the technical proposal evaluation and compliance with other RFP requirements (other than the Cost Proposal) is **70% (up to 70 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 30 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:

$$C = (A/B)^* 30$$

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 **30% (up to 30 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 Interviews

For all bids, and as part of the bid review process, the Department reserves the right to interview proposed project participants. The purpose of an interview is to allow the evaluators to validate the Bidder's experience and qualifications.

Bidders are not expected to participate in an interview.

8.7 Reference Checks

The Bidder should submit references using [**Attachment D**](#) (References). At the discretion of the Evaluation Committee, references may be checked at any point during the process to verify bidder qualifications to propose (Section 4.0).

8.8 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.

8.9 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 E**](#), 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.

ATTACHMENTS

- A Bidder's Certified Statements
- B Proposal Document Checklist
- C Cost Proposal
- D References
- E DOH Agreement
- F Guide to New York State DOH M/WBE Required Forms & Forms
- G Bidder's Disclosure of Prior Non-Responsibility Determination
- H Encouraging Use of New York Businesses in Contract Performance
- I No-Bid Form
- J Vendor Responsibility Attestation
- K Diversity Practices Questionnaire
- L Security and Privacy Plan
- M Data Destruction Affidavit
- N DSRIP Opt-Out Letter and Envelopes
- O DSRIP Opt-Out Consent Form
- P Acronyms, Terms, and Definitions
- Q Business Associate Agreement

ATTACHMENT A

BIDDER'S CERTIFIED STATEMENTS

To be completed and included in the Administrative Proposal documents)

RFP16810 – DSRIPI Opt Out Mailing RFP
1. Information with regard to the Bidder
A. Provide the Bidder's name, address, telephone number, and fax number.
Name: Click here to enter text.
Address: Click here to enter text.
City, State, ZIP Code: Click here to enter text.
Telephone Number (including area code): Click here to enter text.
Fax Number (including area code): Click here to enter text.
B. Provide the name, address, telephone number, and email address of the Bidder's Primary Contact with DOH with regard to this proposal.
Name: Click here to enter text.
Address: Click here to enter text.
City, State, ZIP Code: Click here to enter text.
Telephone Number (including area code): Click here to enter text.
Email Address: Click here to enter text.
2. By submitting the bid the Bidder acknowledges and agrees to all of the following: [Please note: alteration of any language contained in this section may render your proposal non-responsive.]
Bidder certifies that either there is no conflict of interest or that there are business relationships and /or ownership interests for the organization for the above named organization that may represent a conflict of interest for the organization as a bidder and attached to this form is a description of how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.
The Bidder certifies that it can and will provide and make available, at a minimum, all services as described in the RFP if selected for award.
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.
Bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments.
The bidder is either registered to do business in NYS, or if formed or incorporated in another jurisdiction than NYS, can provide a Certificate of Good Standing from the applicable jurisdiction or provide an explanation, subject to the sole satisfaction of the Department, if a Certificate of Good Standing is not available, and if selected, the vendor will register to do business in NYS.
<<ADD ANY Additional ATTESTATIONS OR Information Required SPECIFIC TO THIS RFP>>

A. The Bidder is (check as applicable):

- A New York State Certified Minority-Owned Business Enterprise
- A New York State Certified Woman-Owned Business Enterprise
- A New York State Certified Minority and Woman-Owned Business Enterprise (Dual Certified)
- None of the above

B. Provide the name, title, address, telephone number, and email address of the person authorized to receive Notices with regard to the contract entered into as a result of this procurement. See Section ___ of the DOH Agreement (Attachment E), NOTICES.

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

City, State, ZIP Code: Click here to enter text.

Telephone Number (including area code): Click here to enter text.

Email Address: Click here to enter text.

C. Bidder's Taxpayer Identification Number:

Click here to enter text.

D. Bidder's NYS Vendor Identification Number as discussed in Section 6.1.F, if enrolled:

Click here to enter text.

By my signature on this Attachment A, I certify to the statements made above in Section 2 and that I am authorized to bind the Bidder contractually. Furthermore, I certify that all information provided in connection with its proposal is true and accurate.

Typed or Printed Name of Authorized Representative of the Bidder

Title/Position of Authorized Representative of the Bidder

Signature of Authorized Representative of the Bidder

Date

ATTACHMENT B

PROPOSAL DOCUMENT CHECKLIST

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

RFP16810 DSRIP Opt Out Mailing RFP		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	COMPONENT	INCLUDED
§ 6.1.A	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment F Form 1	<input type="checkbox"/>
	Attachment F Form 2 (If Applicable)	<input type="checkbox"/>
§ 6.1.B	Attachment G – Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1.C	Attachment J- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.D	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.E	Attachment A - Bidder's Certified Statements, completed & signed.	<input type="checkbox"/>
§ 6.1.F	Attachment H- Encouraging Use of New York Businesses in Contract Performance	<input type="checkbox"/>
§ 6.1.G	Attachment D (References)	<input type="checkbox"/>
§ 6.1.F	Attachment K (Diversity Practices Questionnaire)	<input type="checkbox"/>
FOR THE TECHNICAL PROPOSAL		
RFP §	COMPONENT	INCLUDED
§ 6.2.A	Title Page	<input type="checkbox"/>
§ 6.2.B	Table of Contents	<input type="checkbox"/>
§ 6.2.C	Documentation of Bidder's Eligibility	<input type="checkbox"/>
§ 6.2.D	Technical Proposal Narrative	<input type="checkbox"/>
FOR THE COST PROPOSAL REQUIREMENT		
RFP §	REQUIREMENT	INCLUDED
§ 6.3	Attachment C- Cost Proposal	<input type="checkbox"/>

ATTACHMENT C
COST PROPOSAL

See Separate Attachment

ATTACHMENT D

REFERENCES

Submit a total of **THREE** references (Section 6.0.F) using this form.

Expand fields and duplicate this page as necessary.

RFP16810 – DSRIP Opt Out Mailing RFP	
BIDDER:	
Provide the following information for each reference submitted. Fields will expand as you type.	
Reference Company #1:	Click here to enter text.
Contact Person:	Click here to enter text.
Address:	Click here to enter text.
City, State, Zip:	Click here to enter text.
Telephone Number:	Click here to enter text.
Email Address:	Click here to enter text.
Number of years Bidder provided services to this entity:	Click here to enter text.
Brief description of the services provided:	Click here to enter text.
Reference Company #2:	Click here to enter text.
Contact Person:	Click here to enter text.
Address:	Click here to enter text.
City, State, Zip:	Click here to enter text.
Telephone Number:	Click here to enter text.
Email Address:	Click here to enter text.
Number of years Bidder provided services to this entity:	Click here to enter text.
Brief description of the services provided:	Click here to enter text.
Reference Company #3:	Click here to enter text.
Contact Person:	Click here to enter text.
Address:	Click here to enter text.
City, State, Zip:	Click here to enter text.
Telephone Number:	Click here to enter text.
Email Address:	Click here to enter text.
Number of years Bidder provided services to this entity:	Click here to enter text.
Brief description of the services provided:	Click here to enter text.

ATTACHMENT E

DOH AGREEMENT

STATE AGENCY (Name and Address):
Department of Health
Corning Tower
Albany, NY 12237

NYS COMPTROLLER'S NUMBER: C#

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

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM

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

FROM:
TO:

FEDERAL TAX IDENTIFICATION NUMBER:

FUNDING AMOUNT FOR CONTRACT
TERM:

NYS VENDOR IDENTIFICATION NUMBER:

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

MUNICIPALITY NO. (If Applicable)

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

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

BID OPENING DATE:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

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

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

CONTRACTOR

By: _____

Printed Name _____

Title: _____

Date: _____

STATE AGENCY

By: _____

Printed Name _____

Title: _____

Date: _____

State Agency Certification:

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

STATE OF NEW YORK)

COUNTY OF _____) SS.:

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

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall

provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of STANDARD CLAUSES FOR NYS CONTRACTS APPENDIX A Page 4 January 2014 any State approved sums due and owing for work done upon the project.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers. (b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, STANDARD CLAUSES FOR NYS CONTRACTS APPENDIX A Page 5 January 2014 whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition,

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

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications

duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. STANDARD CLAUSES FOR NYS CONTRACTS APPENDIX A Page 6 January 2014.

and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of

qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
Email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
Email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.c.asp>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any

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

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded STANDARD CLAUSES FOR NYS CONTRACTS APPENDIX A Page 7 January 2014

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

During the term of the Contract, should the state agency receive information that a person (as defined

in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Contractor in default.

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

APPENDIX X

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

Contract Number: _____ Contractor: _____

Amendment Number: X- BSC Unit ID: 345<XXXX>

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

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

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

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

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

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

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

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

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

\$ _____ From _____ / _____ / _____ to _____ / _____ / _____

This will result in new contract terms of:

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

SIGNATURE PAGE FOR:

Contract Number: _____ Contractor: _____

Amendment Number: X-_____ BSC Unit ID: 345<XXXX>

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

CONTRACTOR SIGNATURE

By: _____

(Signature)

Printed Name: _____

Date: _____

Title: _____

STATE OF NEW YORK)

COUNTY OF _____) SS.: _____

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____

(Signature)

Printed Name: _____

Date: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Date: _____

STATE OF NEW YORK AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

II. Payment and Reporting

- A. The CONTRACTOR shall submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the contract, the State Agency and the State Comptroller, to the STATE's designated payment office in order to receive payment to one of the following addresses:
 1. Preferred Method: Email a .pdf copy of your signed voucher NYS Business Services Center (BSC) at: AccountsPayable@ogs.ny.gov with a subject field as follows:

Subject: Unit ID 3450437 Contract # TBD
(Note: do not send a paper copy in addition to your emailed voucher.)

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

NYS Department of Health
Unit ID 3450437
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave.
Albany, NY 12226-1900

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

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at 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>.

III. Term of Contract

- A. Upon approval of the Office of the State Comptroller, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.
- D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.
- E. This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

State of New York Agreement Page 2 of 3

IV. Proof of Coverage

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

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

V. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

APPENDIX D **GENERAL SPECIFICATIONS**

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that all specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specifications, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, e-mail, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department, and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable, and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.
- H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
- I. Non-Collusive Bidding: By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

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

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed for use in the application software provided to the Department as a part of this contract.
- M. Technology Purchases Notification --The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
 1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.
 2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.

3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.

N. Date/Time Warranty

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

"Product" shall include, without limitation: when solicited from a vendor in a State government entity's contracts, RFPs, IFBs, or mini-bids, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g., consulting, systems integration, code or data conversion or data entry, the term "Product" shall include resulting deliverables.

"Third Party Product" shall include product manufactured or developed by a corporate entity independent from the vendor and provided by the vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. "Third Party Product" does not include product where vendor is: (a) a corporate subsidiary or affiliate of the third party manufacturer/developer; and/or (b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Date/Time Warranty Statement

Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

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

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

- O. No Subcontracting: Subcontracting by the contractor shall not be permitted except by prior written approval of the Department of Health. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.
- P. Superintendence by Contractor: The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.

- Q. **Sufficiency of Personnel and Equipment:** If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.
- R. **Experience Requirements:** The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.
- S. **Contract Amendments.** This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

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

T. **Provisions upon Default**

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

U. **Upon termination of this agreement, the following shall occur:**

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

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

W. **Contract Insurance Requirements**

- 1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the

State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:

- a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).
 - b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction or property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
 - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
 - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
 - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
- X. Certification Regarding Debarment and Suspension: Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

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

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

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - c. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 - e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
 - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
 - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Y. Confidentiality Clauses

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

Z. Provision Related to Consultant Disclosure Legislation

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

- c. The NYS Department of Civil Service, Albany NY 12239, ATTN: Consultant Reporting.
- AA. Provisions Related to New York State Procurement Lobbying Law: The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.
- BB. Provisions Related to New York State Information Security Breach and Notification Act: CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.
- CC. Lead Guidelines: All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
- DD. On-Going Responsibility
1. General Responsibility Language: The CONTRACTOR shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Health or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
 2. Suspension of Work (for Non-Responsibility) :The Commissioner of Health or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Health or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
 3. Termination (for Non-Responsibility): Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
- EE. Provisions Related to Iran Divestment Act: As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list has been posted on the OGS website at <http://www.ogs.ny.gov/about/reg/docs>ListofEntities.pdf>.

By entering into this Contract, CONTRACTOR (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, CONTRACTOR agrees that should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. CONTRACTOR also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Health may approve a request for Assignment of Contract.

During the term of the Contract, should New York State Department of Health receive information that a
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person is in violation of the above referenced certification, New York State Department of Health will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then New York State Department of Health shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the CONTRACTOR in default.

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

APPENDIX H

FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

For CONTRACTOR that creates, receives, maintains or transmits individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program.

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
 - A. "Business Associate" shall mean CONTRACTOR.
 - B. "Covered Program" shall mean the STATE.
 - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
 - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required by Law.
 - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
 - C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 5. Contact procedures for Covered Program to ask questions or learn additional information.
 - D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of

the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

- E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
- F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
- G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
- H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
- I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.

III. Permitted Uses and Disclosures by Business Associate

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

IV. Term and Termination

- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.
- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.

Appendix H Page 2 of 3

C. Effect of Termination.

Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all

1. Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

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

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 H

APPENDIX G

NOTICES

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

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

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

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[*Insert Contractor Name*]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

APPENDIX M

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

I. General Provisions

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

II. Contract Goals

- A. For purposes of this procurement, the New York State Department of Health hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<http://www.esd.ny.gov/mwbe.html>.

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

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

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
 - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
 - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - 4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

A. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract. Appendix M Page 2 of 4

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

IV. MWBE Utilization Plan

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

V. Waivers

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

VI. Quarterly MWBE Contractor Compliance Report

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

VII. Liquidated Damages - MWBE Participation

- B. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- C. 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.
- A. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

ATTACHMENT F

NEW YORK STATE DOH M/WBE RFP REQUIRED FORMS

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

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

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

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

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

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

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

- M/WBE Form #1 -

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

Bidder/Contractor Name: Click here to enter text.	
	Telephone No. Click here to enter text. Email: Click here to enter text.
Vendor ID: Click here to enter text.	RFP/Contract No. Click here to enter text.
RFP/Contract Title: Click here to enter text.	

Description of Plan to Meet M/WBE Goals

Click here to enter text.

PROJECTED M/WBE USAGE

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

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

Form #1 -Page 1 of 3

- M/WBE Form #1 – cont.

New York State Department of Health
M/WBE UTILIZATION PLAN

MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

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

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

- M/WBE Form #1 – cont.

New York State Department of Health
M/WBE UTILIZATION PLAN

WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

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

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

- M/WBE Form #2 –
New York State Department of Health
Waiver Request

Offeror/Contractor Name: Click here to enter text.	Federal Identification No.: Click here to enter number.
Address: Click here to enter text.	Solicitation/Contract No.: Click here to enter number.
City, State, Zip Code: Click here to enter text.	M/WBE Goal: MBE %%% WBE %%% (From Form #1)

By submitting this form and the required information, the officer or/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract. (Refer to Detailed Form Instructions for Required Attachments to Demonstrate Good Faith Efforts)

Contractor is requesting a:

MBE Waiver – A waiver of the MBE Goal for this procurement is requested.

Circle One: Total Partial

WBE Waiver – A waiver of the WBE Goal for this procurement is requested.

Circle One: Total Partial

Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.)

Date of such filing with Empire State Development: [Click here to enter a date.](#)

PREPARED BY (Signature)

Date:

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:
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Submit with the bid or proposal or if submitting after award submit to: doh.sm.mwbe@health.ny.gov

***** FOR DMWBD USE ONLY *****

REVIEWED BY:	DATE:
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Waiver Granted: YES NO

MBE: **WBE:**

Total Waiver Partial Waiver

ESD Certification Waiver *Conditional

Notice of Deficiency Issued

*Comments:

- M/WBE Form #4 -

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

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

Contractor Name _____

Address _____

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

(Name and Title)

(Signature)

Date

- M/WBE Form #5 –

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

M/WBE AND EEO POLICY STATEMENT

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

M/WBE

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

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

EEO

national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

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

Name & Title

Signature & Date

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

Detailed Instructions for Completing MWBE Forms 1 & 2

Form#1 – MWBE Utilization Plan

Page #1 of Form #1:

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

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

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

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

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

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

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

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

Page#2 of Form#1:

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

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

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

Page#3 of Form#1:

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

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

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

Form#2 – MWBE Waiver Request

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

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

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

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

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

The following attachments should also be provided:

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

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

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

ATTACHMENT G

BIDDER'S DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Procurement Title: [Type text]
RFP #: [Type text]
Bidder Name: [Type text]
Bidder Address: [Type text]

Bidder SFS Vendor ID #: [Type text]
Bidder Federal ID#: [Type text]

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

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

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

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: [Type text]

Date of Finding of Non-responsibility: [Type text]

Basis of Finding of Non-Responsibility: [Type text]

(Add additional pages as necessary)

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

No Yes

2b. If yes, please provide details below.

Governmental Entity: [Type text]

Date of Termination or Withholding of Contract: [Type text]

Basis of Termination or Withholding: [Type text]

(Add additional pages as necessary)

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

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(E-mail Address)

ATTACHMENT H

ENCOURAGING USE OF NEW YORK BUSINESSES IN CONTRACT PERFORMANCE

I. Background

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

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

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

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

II. Required Identifying Information

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

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

YES NO

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

New York Business Identifying Information Business Name	Business Address	Contact Name	Contact Phone	Contact Email Address

ATTACHMENT I

NO-BID FORM

PROCUREMENT TITLE: _____ RFP # _____

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

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

We are unable to bid at this time because:

Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(E-mail Address)

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

ATTACHMENT J

VENDOR RESPONSIBILITY ATTESTATION

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

Choose one:

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

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

ATTACHMENT K

DIVERSITY PRACTICES QUESTIONNAIRE

I, _____, as _____ (title) of _____ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint- venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?¹

4. Does your company provide technical training² to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Yes or No

If Yes, provide documentation from the governmental mentoring program in which your company participates.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope, and dollar amount) and indicate the percentage of the goals that were attained.

¹ Do not include onsite project overhead.¹ Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs.

² Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program?
Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business **Error! Reference source not found.**

Address _____

City, State, Zip _____

STATE OF _____
COUNTY OF _____) ss:

On the ___ day of _____, 201___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

Notary Public

Attachment K Page 2 of 2

ATTACHMENT L SECURITY AND PRIVACY REQUIREMENTS

A. OVERVIEW

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

The Contractor must not, without written authorization from NYSDOH, divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information or commercial proprietary information in the possession of NYSDOH, Protected Health Information (PHI) or other data.

To ensure confidentiality, the Contractor must take appropriate steps as to personnel, agents and subcontractor education in specific security requirements as applied to this contract, explaining its responsibilities in maintaining security, and reviewing all policies, processes and procedures that will be used for this project.

All activity covered by this RFP must be fully secured and protected by satisfactory security arrangements approved by NYSDOH. NYSDOH and the Contractor will establish a joint security management team to accomplish these objectives. The Contractor must treat all information obtained through its performance under the contract as confidential information and will not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights, or as otherwise provided. State or Federal officials, or representatives of these parties as authorized by State or Federal law or regulations, will have access to all confidential information in accordance with the requirements of State and Federal laws and regulations. NYSDOH will have absolute authority to determine if, and when, any other party is allowed to access application information. Confidentiality is the concept that data only will be viewable by those who are explicitly permitted to view it.

B. GENERAL SECURITY REQUIREMENTS

B.1 SECURITY AND PRIVACY PLAN

The Contractor must develop follow a Security and Privacy Plan approved by NYSDOH for all projects and all major system enhancements to address potential security issues and the steps that the Contractor has taken to ensure these issues will not compromise the operation of the program. The plan must be an overarching plan for all levels of security, including but not limited to:

1. Data Security;
2. Network Security; and
3. Application Security

All provisions of the Security and Privacy Plan must be compliant with:

1. All policies and standards defined in the New York State ITS security policies and standards (<http://its.ny.gov/eiso/policies/security>);
2. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy, Security and Breach Notification Rules;
3. Health Information Technology for Economic and Clinical Health (HITECH) Act (<http://www.healthit.gov/policy-researchers-implementers/health-it-legislation>);
4. CMS Minimum Acceptable Risk Standards for Exchanges - MARS-E (<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/Minimum-Acceptable-Risk-Standards-for-Exchanges-ERA-Supp-v-1-0-08012012-a.pdf>);
5. Federal Risk and Authorization Management Program (FedRAMP) if cloud computing is utilized (<http://www.gsa.gov/portal/category/102371>);
6. All applicable NYS laws and regulations related to privacy protections.

The Security and Privacy Plan must include a description of:

1. All security tools, hardware and software the Contractor is using and how they integrate to form a comprehensive security architecture; and
2. The approach to monitoring attempted security violations and the actions that will be taken when attempts are made at violating security.

The Contractor must:

1. Deliver an initial Security and privacy Plan during the first thirty (30) Calendar days of the project for NYSDOH review and approval;
2. Revise the Security and Privacy Plan annually and submit for NYSDOH review and approval; and
3. Submit an updated Security and Privacy Plan to NYSDOH for review and approval thirty (30) business days prior to the start of Operations.

Proposal Requirements

Describe in your proposal how you will support the general security requirements described above.

C. DATA SECURITY

Data Security is the concept that data only will be viewable by those who are explicitly permitted to view or receive it. The security model being developed to support the program is one that is based upon security access roles and organizational affiliation. A role base access control method is one that groups resources (such as business activities, business functions, screens, etc.) into roles. Employees are then assigned roles based on their need to know information or their need to accomplish a particular business function. A user's organizational affiliation will also determine what data is available to them; for example, an employee of OMH can only access OMH defined data; an employee of Nassau County can only have access to Nassau County data and no data from any other county.

The Contractor must:

1. Support a role based security system that has the flexibility to easily add or delete roles;
2. Provide a solution that will make it easy for Security Administrators to add or remove individuals from established roles;
3. Provide a solution that is able to establish different roles for the metadata database;
4. Provide a solution that will keep a record of activities performed by the users; and
5. Provide a solution that prevents unauthorized access and safeguard the confidentiality of person/consumer data in compliance with State and Federal law, including the Health Insurance Portability and Accountability Act (HIPAA), the New York State Personal Privacy Protection Law, and the data breach provisions of the New York State Technology Law.

Proposal Requirements

Describe in your proposal how you will support the data security requirements described above.

D. NETWORK SECURITY

The Contractor must:

1. Provide a network infrastructure solution that must be self-contained and in its own security perimeter. In securing the perimeter of the Contractor's network, the use of International Computer Security Association (ICSA) compliant firewalls is required. The handoff to NYSDOH, according to the Contractor's best practices, may be a pair of firewalls, routers, load balancers or Ethernet switches;
2. NOT connect to the State's internal computer network without the prior, written consent of the State, which the State will reasonably provide if necessary or appropriate for the Contractor to provide support. As a condition of connecting to the State's computer network, the Contractor must secure its own connected systems in a manner consistent with the State's then-current security policies, which the State will provide to the Contractor on request;
3. Provide Internet security functionality to include the use of firewalls, intrusion detection, https, encrypted network/secure socket layer, and security provisioning protocols such as secure sockets layer, and Internet protocol security (IPSEC);
4. Implement mechanisms to safeguard data integrity and confidentiality of data passing over public networks;
5. Implement appropriate security controls to ensure the integrity and confidentiality of data flowing across the network;
6. Put in place a firewall between its private network and the connection to the State's network;
7. Keep any information passing through its network confidential;
8. Ensure that measures are in place to mitigate any new network security risks created by connecting the network to a third-party network;

9. Establish responsibilities and procedures for remote use, as defined in the New York State ITS security policies and standards (<http://its.ny.gov/eiso/policies/security>);
10. The Contractor's Network Architecture and all proposed network hardware and software must be compliant with:
 - All policies and standards defined in the New York State ITS security policies and standards (<http://its.ny.gov/eiso/policies/security>);
 - CMS Minimum Acceptable Risk Standards for Exchanges - MARS-E (<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/Minimum-Acceptable-Risk-Standards-for-Exchanges-ERA-Supp-v-1-0-08012012-a.pdf>);
11. Track user logon and logoffs into the data warehouse system by user identifiers so that a history of valid and non-valid logon requests by user can be available for investigative purposes.

D.1 PROPOSAL REQUIREMENTS

Describe in your proposal how you will support the network security requirements described above.

E. APPLICATION SECURITY

The Contractor's solution must allow for the following:

1. Applying a consistent security policy across all applications;
2. Ensuring that applications are protected;
3. Providing an easy and consistent mechanism for configuring operational rules and security policies;
4. Providing a structure where applications can be developed without needing to understand the specifics of security implementation; and
5. Restricting access based upon the user's role.

Proposal Requirements

Describe in your proposal how you will support the application security requirements described above.

ATTACHMENT M
DATA DESTRUCTION AFFIDAVIT
DATA DISPOSAL ATTESTATION FORM -

1. My name is _____, and I reside at _____

2. I am employed at _____, which is located at _____

3. Medicaid Confidential Data, i.e., _____

were obtained from the New York State Department of Health pursuant to Data Exchange Application and Agreement (DEAA) No. _____. This DEAA was entered into for the following purpose: _____

This project was completed on: _____

4. I understand that this project specifically prohibits the use of the Medicaid data for any purpose, other than the purpose of which was stated in the DEAA, without the prior written approval of the New York State Department of Health, Office of Health Insurance Programs. As the project 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 of Medicaid Confidential Data:

Previously returned on: _____ (Include copy of cover letter to NYSDOH)
 Date to be returned: _____
 Destroyed on: _____

6. 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 367b (4) of the NY Social Services Law.

- Section 367b(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 & 18 NYCRR 360-8.1
 - Social Security Act,42 USC 1396a (a)(7)
 - Federal regulations at 42 CFR 431.302, 42 C.F.R. Part 2
 - The Health Insurance Portability and Accountability act (HIPAA), at 45 CFR Parts 160 and 164

7. I have retained none of the MCD/PHI disclosed to me under the above-referenced DEAA and I understand that any MCD/PHI that I might recall from memory remains confidential.

State of _____ ss.: County of _____

SIGNATURE

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

NOTARY PUBLIC

ATTACHMENT N
DSRIP OPT-OUT LETTER AND ENVELOPES



**Department
of Health**

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

New York State Notice of Important Document.

There is *NO CHANGE* to your MEDICAID.

Questions? Please call us at 1-855-329-8850 Monday – Friday 8:00 am – 8:00 pm, Saturday 9:00 am -1:00 pm. If you need help in a language other than English, call 1-855-329-8850 and tell the Consumer Services Specialist. Help is free. TTY: 1-800-662-1220.

This letter is about a new program that New York State has started for our Medicaid members.

We know getting the health care you need is sometimes difficult. We want that to change. You should have a primary health care provider. When you do not feel well, you should have a place to go besides an emergency room. We want you to know what health care you need and where to get it, so that you feel confident you can manage your health.

New York State Delivery System Reform Incentive Payment (DSRIP)

Program What is DSRIP?

The new program, the New York State Delivery System Reform Incentive Payment (DSRIP) Program will help you, your doctors and other health care providers work together better to serve your healthcare needs. DSRIP is a program in which doctors, clinics, hospitals, medical and community services in your area work together to build a better health care system. This will help you get better health care. These groups of providers are forming what is called a “Performing Provider System” (PPS). PPS providers have worked to understand what your community needs to improve health care. They are now planning how to meet those needs.

To see the full list of PPS in your region and throughout the state, please visit the following website: (https://www.health.ny.gov/health_care/medicaid/redesign/dsrip/providers_professionals.htm) and look for “*PPS Contact List*” within the *PPS Information* box.

How may DSRIP and the PPS help me?

- You may find that there are new community health services that are easier to use and that meet your needs better.

- You may find that you will need to have fewer tests done since your doctors and hospitals will be communicating better.
- You may receive help from community health workers or care managers. This will help you manage your health and get the care you need.
- People who work for the PPS may reach out to you about special health care services, such as help for your sugar diabetes or high blood pressure.

Can I become part of DSRIp and be in a PPS?

Because you are receiving Medicaid, you are already a part of this new program. Medicaid would like to help each PPS by sharing health information about persons with Medicaid who are in the PPS. This is health information about the medical services you have received through Medicaid.

Does the PPS become my insurance plan?

No, the PPS will not replace your **Medicaid, your HMO or your** insurance. A **PPS** is not an insurance company. The PPS will work with your **Medicaid** provider(s) to help you get services you need. You will continue to have the right to the Medicaid services. This includes access to care and privacy. However, you will also need to follow any rules for these services.

What types of information will be shared?

You will have the same rights as you already have with Medicaid regarding privacy and getting care. To help the PPS assist you, NYS Medicaid, in compliance with state and federal laws, will share certain information with the PPS about your medical care. This includes your medical conditions, prescription drugs and visits to doctors. This may be the same information that you have already agreed in your Medicaid application can be maintained and used by NYS, your providers and your Health Plan to help you get care easier, pay for your health care and for health care operations. This information may include HIV/AIDS or mental health diagnoses and treatment information about yourself to the extent permitted by law, until you do not want it shared. Any alcohol and substance abuse patient identifying information cannot be released unless you specifically consent to such release.

If Medicaid shares my information, what rights do I have as part of the PPS?

The PPSs will need to follow all state and federal laws protecting the privacy of this information. The PPS cannot further share your information with persons or organizations unless this sharing is allowed under state and federal law. These laws and regulations include New York Mental Hygiene Law Section 33.13, New York Public Health Law Article 27-F, and federal confidentiality rules, including 42 CFR Part 2 (which specifies the conditions under which the disclosure of alcohol and substance abuse information is permissible) and 45 CFR Parts 160 and 164 (which are the rules referred to as "HIPAA").

The information may be used to help you achieve better health. It will be easier for your providers to be up to date on the care you have received. This means you may not have to repeat tests. There may be less confusion about your medications. The PPS may use it to help

you become aware of the new services being offered in your community. These services may help you with your health.

You do not need to have Medicaid share your information as part of the DSRIP program. However, we believe there are many benefits for you to have this information shared with providers as part of DSRIP.

What happens if I do not want Medicaid to share my information with my PPS?

If you decide you do not want Medicaid to share your information, **you do not lose any of your Medicaid benefits**. You can still see your own doctors. But, you may not be able to get the special services the PPS will offer.

What should I do if I don't want this information shared?

If you do not want Medicaid to share your information, you will need to notify us. This is called "opting out." Opting out means your protected health information from Medicaid will not be shared with a PPS within the DSRIP program. You will need to **call the Medicaid Call Center at (1-855-329-8850)**. Or, you may sign and mail back the enclosed "**Form to Opt Out of Medicaid Information Sharing**." You can do this now or at any time. If you want Medicaid to share this information to help improve how you get health care, you don't need to do anything. You are in! We look forward to helping you become healthier!

Thank You.

New York State Medicaid Program

Si usted quisiera ver esta carta en español, por favor visite el siguiente sitio web:

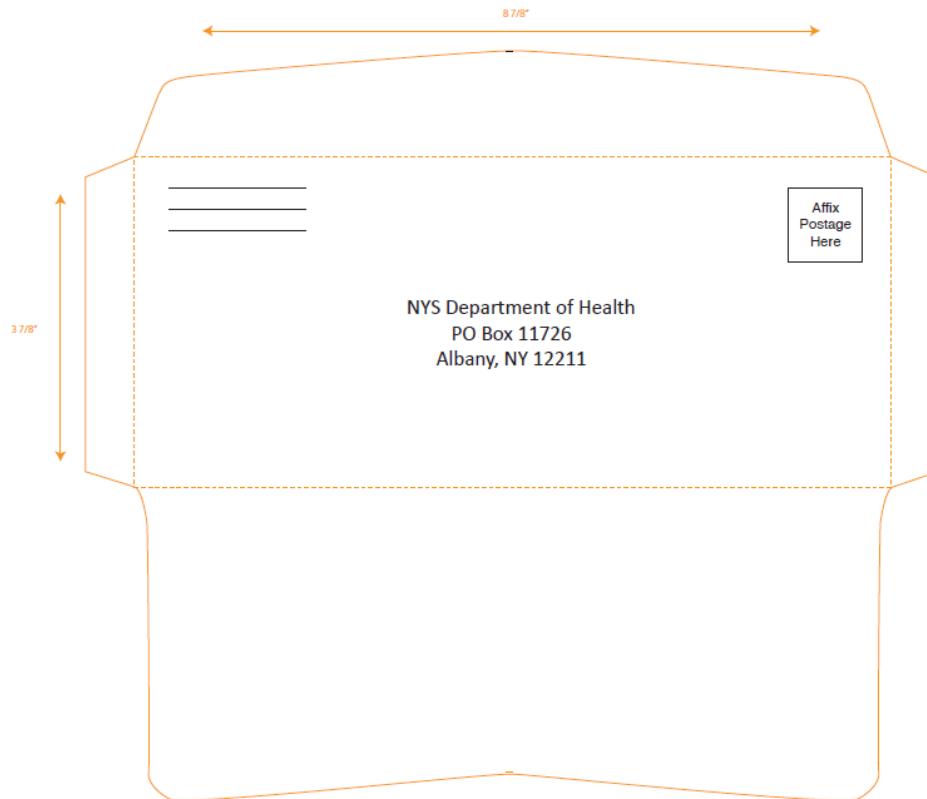
http://www.health.ny.gov/health_care/medicaid/redesign/dsrip/consumers.htm

**If you would like to view this letter in 18 point Font,
please visit the following website:**

http://www.health.ny.gov/health_care/medicaid/redesign/dsrip/consumers.htm

Questions? Please call us at 1-855-329-8850 Monday – Friday 8:00 am – 8:00 pm, Saturday 9:00 am -1:00 pm. If you need help in a language other than English, call 1-855-329-8850 and tell the Consumer Services Specialist. Help

ENGLISH	This is an important document. If you need help to understand it, please call 1-855-329-8850. An interpreter will be provided free.
Español	Esto es un documento importante. Si necesitas ayuda en entenderlo, por favor llame al 1-855-329-8850. Un intérprete será disponible gratuito.
简体字	这是一份重要文件。如果您需要帮助理解此文件, 请打电话至 1-855-329-8850。 您会得到免费翻译服务。
簡體字	这是一份重要文件。如果您需要幫助理解此文件，請打電話至 1-855-329-8850。 您会得到免費翻譯服務。
Kreyòl Ayisyen	Sa a se yon dokiman enpòtan. Si ou bezwen èd pou konprann li, tanpri rele: 1-855-329-8850. Y ap ba ou yon entèprèt gratis.
Italiano	Il presente documento è importante. Per qualsiasi chiarimento può chiamare il numero 1-855-329-8850. Un interprete sarà disponibile gratuitamente.
한국어	이것은 중요한 서류입니다. 도움이 필요하시면, 연락해 주십시오: 1-855-329-8850. 무료 통역이 제공됩니다.
Русский	Это важный документ. Если Вам нужна помощь для понимания этого документа, позвоните по телефону 1-855-329-8850. Переводчик предоставляется бесплатно.



Proof #2

COLOR SEPARATION FOR VISUAL ONLY AND NOT FOR FINAL RESULT
(SEE PMS BREAKDOWN)

1. PLEASE CHECK:
Spelling, Copy Position, Window(s) (Size(s) & Positions),
PMS #S & Colour Breaks.

OK - AS IS
 CORRECT AND SUBMIT NEW PROOF

COLOURS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PMS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Artline	<input checked="" type="checkbox"/>	<input type="checkbox"/>	COLOUR	<input type="checkbox"/>	PMS <input checked="" type="checkbox"/>

Envelope Size: 3 7/8 X 8 7/8
Envelope Style: Open Side Open End
Side Seams: Inside Outside Crossback
Product Code / Form# _____

2. PLEASE SIGN AND DATE THIS PROOF
We cannot produce your order
without your signed approval.
Date: / /

Signature: _____

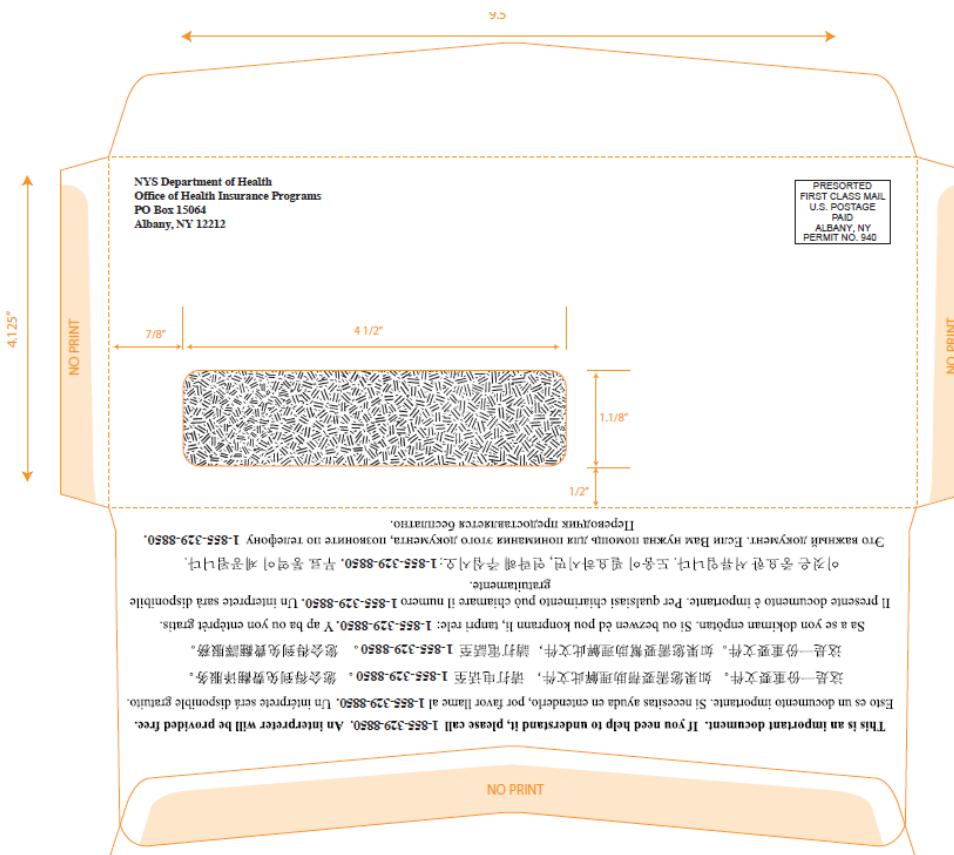
DOCKET #: 41864 DATE: 19/05/15

CUSTOMER: _____ PREPARED BY: dp

*Please Note: The FSC logo on this proof is not intended to represent certification of the paper on which it is printed, rather the paper stock on which this artwork will ultimately be reproduced (if applicable).



INSIDE TINT IT-18



Proof #6

COLOR SEPARATION FOR VISUAL ONLY AND NOT FOR FINAL RESULT
(SEE PMS BREAKDOWN)

1. PLEASE CHECK:
Spelling, Copy Position, Window(s) (Size(s) & Positions),
PMS #S & Colour Breaks.

OK - AS IS
 CORRECT AND SUBMIT NEW PROOF

COLOURS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PMS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Artline	<input checked="" type="checkbox"/>	<input type="checkbox"/>	COLOUR	<input type="checkbox"/>	PMS <input checked="" type="checkbox"/>

Envelope Size: 4 1/8 X 9 1/2
Envelope Style: Open Side Open End
Side Seams: Inside Outside Crossback
Product Code / Form# _____

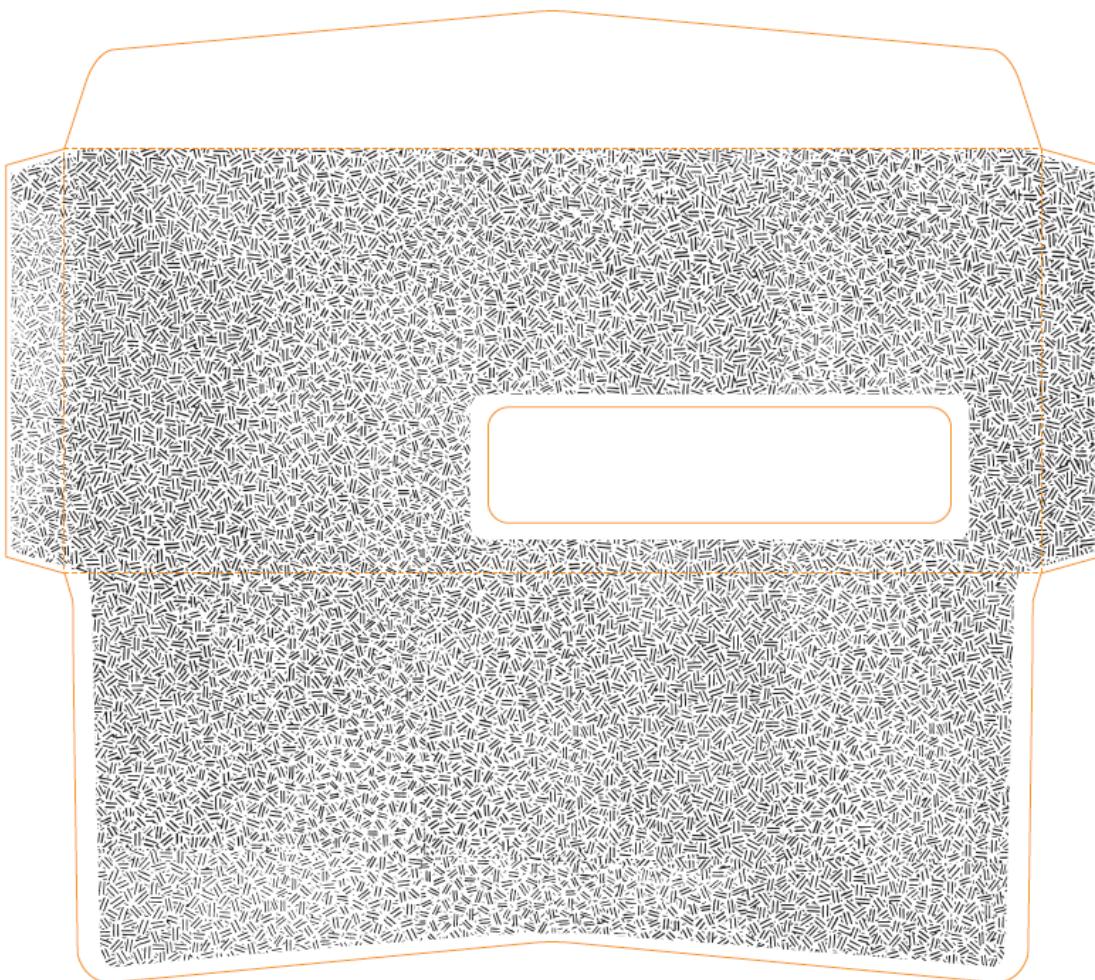
2. PLEASE SIGN AND DATE THIS PROOF
We cannot produce your order
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Date: / /

Signature: _____

DOCKET #: 41865 DATE: 19/05/15

CUSTOMER: _____ PREPARED BY: dp

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ATTACHMENT O
DSRIP OPT-OUT CONSENT FORM



**Department
of Health**

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

Please print your name: _____ Date of Birth: _____

**Form to Opt Out of sharing Medicaid Health Information in the New York State Delivery System Reform
Incentive Payment (DSRIP) Program**

To help you receive better health care as part of DSRIP, the New York State (NYS) Medicaid program would like to share information with your local Performing Provider System (PPS) about the care and treatment you have received. The PPS is made up of the doctors who already give you care. Having this information helps your doctor(s) and health care team give you better care. Your privacy is very important to us, and you control how your personal information is used.

As a Medicaid member, you have already given permission for New York State Medicaid, your providers and your health plan to access information to help you get care easier, to pay for your health care, and for health care operations. This form does not change any of that permission. So far, NYS has only shared your contact information with your local DSRIP PPS. **This form allows you to tell Medicaid that it cannot share your health information with your local DSRIP PPSs, and prevents the sharing of any further information, data and any of your personal Protected Health Information held by Medicaid with a PPS.** This is called “opting out”. This means you may not receive any of the services the PPS is developing in your area to provide improved care for Medicaid members.

You can opt out of the PPS sharing your Medicaid health information by

- calling the Medicaid Help Line: 1-855-329-8850
TTY Line: 1-800-662-1220
- completing this form and returning it by mail to the following address: NYS
Department of Health
PO BOX 11726
Albany, NY 12211

You can opt out at any time. When you opt out, NYS Medicaid will not share any of your personal Protected Health Information with your local PPS. If you do not want portions of your protected health information shared with the PPS, you must opt out.

However, NYS Medicaid, your health care providers and your health plan will continue to share your personal Protected Health Information as you agreed to upon joining NYS Medicaid and as allowed by New York State and federal laws.

If you wish to opt out of Medicaid sharing your health information with your local PPS, you should submit this request within 30 days to the Department of Health. It may take up to 60 days to process your request. If you want Medicaid to share your data with the PPS, you need do nothing. You do not need to mail this letter back.

I have read this whole section and understand my rights. I understand that by completing this form, I am telling the New York State Medicaid Program that I do not want Medicaid sharing my personal protected health information with the local Performing Provider System.

Signature of Medicaid member/parent/legal guardian

Today's Date:

Your Medicaid Number:

Your full phone number:

Si usted quisiera ver esta carta en español, por favor visite el siguiente sitio web:

http://www.health.ny.gov/health_care/medicaid/redesign/dsrip/consumers.htm

**If you would like to view this letter in 18 point Font,
please visit the following website:**

http://www.health.ny.gov/health_care/medicaid/redesign/dsrip/consumers.htm