New York DSRIP 1115 Quarterly Report

April 14, 2014 – June 30, 2014

New York State Department of Health
Office of Health Insurance Programs
Albany, New York
www.health.ny.gov/dsrip

New York DSRIP
Section 1115 Quarterly Report

Introduction

On April 14, 2014, New York finalized terms and conditions with the Centers for Medicare and Medicaid Services (CMS) for a groundbreaking amendment that will allow the state to reinvest $8 billion in federal savings generated by Medicaid Redesign Team (MRT) reforms. The MRT waiver amendment amends New York's Section 1115 Demonstration, the Partnership Plan, and will transform the state's health care system, bend the Medicaid cost curve, and ensure access to quality care for all Medicaid members. The agreement authorizes funding through the current demonstration end date of December 31, 2014 and will continue upon agreement of the demonstration's renewal from January 1, 2015 through December 31, 2019.

The Medicaid 1115 waiver amendment will enable New York to fully implement the MRT action plan, facilitate innovation, lower health care costs over the long term, and save scores of essential safety net providers from financial ruin. The waiver allows the state to reinvest over a five-year period $8 billion of the $17.1 billion in federal savings generated by MRT reforms.

The waiver amendment dollars will address critical issues throughout the state and allow for comprehensive reform through a Delivery System Reform Incentive Payment (DSRIP) program. The DSRIP program will promote community-level collaborations and focus on system reform, specifically a goal to achieve a 25 percent reduction in avoidable hospital use over five years. Safety net providers will be required to collaborate to implement innovative projects focusing on system transformation, clinical improvement and population health improvement. Single providers will be ineligible to apply. All DSRIP funds will be based on performance linked to achievement of project milestones.

The $8 billion reinvestment will be allocated in the following ways:

- $500 Million for the Interim Access Assurance Fund – temporary, time limited funding to ensure current trusted and viable Medicaid safety net providers can fully participate in the DSRIP transformation without disruption
- $6.42 Billion for Delivery System Reform Incentive Payments (DSRIP) – including DSRIP Planning Grants, DSRIP Provider Incentive Payments, and DSRIP Administrative costs
- $1.08 Billion for other Medicaid Redesign purposes – this funding will support Health Home development, and investments in long term care, workforce and enhanced behavioral health services

In addition, the special terms and conditions also commit the state to comprehensive payment reform and continuing New York's effort to effectively manage its Medicaid program within the confines of the Medicaid Global Spending Cap.

This quarterly report summarizes the program development and implementation activities for the DSRIP program for the period from April 14, 2014 through June 30, 2014.

Year 0 Focus

This report summarizes the activities from the beginning of Year 0. The agreement between New York and CMS includes a pre-implementation year, known as Year 0, which is the period between April 14, 2014 and March 31, 2015. Stakeholder education and engagement, planning activities, procurement of DSRIP contractors and development of key DSRIP policies and procedures are the main areas of focus during Year 0. An extensive DSRIP website was launched on April 14, 2014 and is available at www.health.ny.gov/dsrip. A high-level Year 0 timeline outlining key activities is available on the website and included with this report. (Attachment A).

Stakeholder Engagement Activities, Transparency, and Public Forums

New York launched an extensive public engagement process on April 14, 2014. The DSRIP website was launched and a statewide public hearing schedule was announced. Website materials made available on April 14 included:

- MRT Waiver Amendment STCs
- Attachments I, J, K, L
- Frequently Asked Questions
- Public Hearing dates, times, information
- DSRIP Glossary
- Listserv sign-up instructions
- Year 0 timeline
- DSRIP Overview Webinar (pre-recorded)
- Contact information for questions/comments

Throughout the duration of this quarter, additional materials were posted to the DSRIP website including topic-specific webinars, performance data for providers, detailed policy guidance, and a series of YouTube whiteboard videos to break down key DSRIP elements in five minutes or less.

The release of documents to the DSRIP website also triggered the start of a public comment process. New York sought public comment on the STCs for 15 days and Attachments I & J for 30 days. Public comments were compiled and made available on the DSRIP website (Attachment B). DSRIP staff worked with CMS to make revisions based on suggestions, issues and concerns raised throughout the public comment process.

Public hearings were held throughout New York by the state's Medicaid Director, Jason Helgerson, Director of Program Development and Policy, Greg Allen, and MRT and DSRIP

Project Manager, Kalin Scott. The hearings included an overview presentation of the MRT Waiver Amendment, the details of New York's DSRIP program and an update on the Partnership Plan waiver renewal process. (Attachment C). More than 500 individuals attended the public hearings and provided feedback. A majority of feedback received included questions about how the program would work, how specific provider groups would be involved in the DSRIP program, and what Performing Provider Systems would look like. Stakeholders also cited the need for funding to be distributed equitably throughout New York to providers who comprise New York's safety net. These comments echoed written comments received through the concurrent formal public comment period and were addressed through webinars and meetings targeting specific provider, member and community groups, and revisions to the governing documents.

Dates and locations of public hearings were:

- April 15, 2014 - Rochester
- April 15, 2014 - Syracuse
- April 16, 2014 – Albany*
- April 17, 2014 – Brooklyn
- April 23, 2014 - Buffalo
- May 1, 2014 – Lake Placid

*Participation also made possible through operator-assisted conference call

More information on the public hearings is available at http://www.health.ny.gov/health_care/medicaid/redesign/dsrip_stakeholder_engagement.htm .

Tribal consultation occurred during the waiver amendment submission process, and updates will continue in the state's federally-approved process. Public notice was also given during the waiver amendment submission through the New York State register. Announcements of all website updates, opportunities to provide public comment through hearings, webinars and conference call, and notification of other developments were (and continue to be) announced through the MRT listserv (http://www.health.ny.gov/health_care/medicaid/redesign/listserv.htm).

Interim Access Assurance Fund

The purpose of the Interim Access Assurance Fund (IAAF), part of the DSRIP program, is to assist safety net hospitals in severe financial distress and major public hospital systems to sustain key health care services as they participate with other providers to develop proposals for systems of integrated services delivery to be funded and implemented under the DSRIP.

$500 million in temporary funding is available in Year 0 through the IAAF will enable recipient hospitals to work toward sustainable operations and, to maintain critical services to their community as they work with other partner providers to develop integrated Performing Provider Systems (PPS) eligible for DSRIP funding.

New York posted draft qualifications for IAAF funding to the DSRIP website on April 30, took public comments through May 13, and updated the applications for release. Final applications for Safety Net (Attachment D) and Public (Attachment E) hospitals were released on May 16, with applications due on May 30. Awards for public hospitals were made in June, and are outlined in Attachment F. Awards for safety net hospitals were made in early July, and will be further detailed in the next DSRIP quarterly report.

More information is also available on the IAAF web page (http://www.health.ny.gov/health_care/medicaid/redesign/iaaf/).

DSRIP Project Design Grants

During this quarter, the DSRIP Project Design Grant process was being developed and implemented. The DSRIP Project Design Grant application was developed to provide emerging Performing Provider Systems (PPS) with an opportunity to apply for funds to support the planning process. The application (Attachments G & H) provided the opportunity for each PPS to provide information about the PPS including budget for design grant, organizations, possible domains they may select for their PPS, and other relevant information.

Webinars and conference calls were held to educate stakeholders and interested parties, additional guidance documents were developed, and submissions were due by June 26. The review process and award determinations were made in the following quarter and will be summarized in the next DSRIP quarterly report. More information is also available on the DSRIP Design Grant web page (http://www.health.ny.gov/health_care/medicaid/redesign/dsrip_design_grant_appl.htm).

DSRIP Fund

DSRIP Project Plan application materials were under development in this quarter. Applications will be due on December 16, 2014. Performance payments from the DSRIP Fund will begin in DSRIP Year 1. New York is continuing to develop policy and program guidelines, seeking input from stakeholders, and making informational materials available on its website at www.health.ny.gov/dsrip. Future DSRIP quarterly reports will include more detail on these developments.

Quarterly expenditures related to IAAF, DSRIP Project Design Grants, and DSRIP Fund

At the time of this report submission, New York State and CMS staff continue to work together finalize quarterly reporting requirements associated with these reports. Future reports will include this information.

For the period of April 14, 2014 through June 30, 2014, IAAF payments were the only expended funds. DSRIP Project Design Grant funding will be distributed later in DSRIP Year 0, and DSRIP Fund performance payments will begin in DSRIP Year 1.

The IAAF payment report for this quarter was submitted on June 30 for public hospitals and is included with this report as Attachment I.

Other New York State DSRIP Program Activity

DSRIP Project Management

DSRIP implementation in New York in this quarter included activities in addition to the areas outlined above. An extensive project management process began, using the successfully established MRT process and workplan format, with key DSRIP staff meeting twice weekly and reporting on progress of DSRIP activity to New York's Medicaid Director. Meetings will continue through the end of Year 0, and will likely continue through DSRIP Years 1 – 5.

Independent Assessor

Procurement activity began for the state's contracted Independent Assessor as required by the STCs. A Funding Availability Solicitation was released on May 20, 2014 (Attachment J), and proposals were due on June 23, 2014.

The DSRIP assessor's tasks include, but are not limited to, creating an application and application review tool as well as a process for a transparent and impartial review of all proposed project plans, making project approval recommendations to the state using CMS-approved criteria, assembling an independent review panel chosen by the Department of Health based on standards set forth in the DSRIP STCs, conducting a transparent and impartial mid-point assessment of project performance during the third year to determine whether the DSRIP project plans merit continued funding or need plan alterations, and assisting with the ongoing monitoring of performance and reporting deliverables for the duration of the DSRIP program. State review of proposals was underway at the close of this quarter and additional detail on the contract award will be provided in future reports.

DSRIP Support Team

New York also released a Funding Availability Solicitation for a DSRIP Support Team contractor (Attachment K). While not required in the agreement with CMS, the state believed the

additional resources would be necessary for successful provider education and engagement in the DSRIP Project Plan Application period and Year 0 implementation. The DSRIP Support Team's responsibilities include, but are not limited to, under the direction of New York's DSRIP team, working with providers to strategically think through their potential DSRIP Project Plans to transition to effective and efficient high performing health care delivery systems, developing DSRIP Project Plan prototypes, "how to" guides and other tools to help providers as they prepare their Project Plan applications and then supporting providers from shortly after DSRIP Design Grant awards until final submission of these Project Plan applications.

Other Issues

Other issues arising in this quarter include concerns raised by major general public hospitals regarding valuation. During the time period covered in this report, New York staff met with those affected parties and provided regular updates to CMS. In the next quarter, the issue was resolved through revisions to Attachment I and the development of an additional DSRIP project to serve low- and non-utilizers and the uninsured. Those developments will be included in the next DSRIP quarterly report.

Upcoming Activities

Year 0 implementation and planning activities will continue through March 31, 2014. In future quarterly reports, more detail will be provided about further activities of the IAAF, DSRIP Design Grant and DSRIP Project Plan policies and program development, creation of the DSRIP Oversight and Review Panel, stakeholder engagement with emerging PPSs and communities throughout New York, creation of operational protocols, and other related DSRIP policies and deliverable development. In addition, New York staff are holding internal discussions and seeking feedback from stakeholders where appropriate in development of other deliverables including the Improved Management Controls report and Managed Care roadmap, due later in Year 0. Future reports will also include updates on additional activities as required by the MRT Waiver Amendment and related attachments.

Additional Resources

More information on the New York State DSRIP Program is available at: www.health.ny.gov/dsrip.

Interested parties can sign up to be notified of DSRIP program developments, release of new materials, and opportunities for public comment through the Medicaid Redesign Team listserv. Instructions are available at: http://www.health.ny.gov/health_care/medicaid/redesign/listserv.htm.

Tentative MRT Waiver/DSRIP Key Dates

Year 0

2014	
April 14	**DSRIP Year 0 begins**
April 29	**Public comments** on MRT Waiver Amendment due
April 29	**DSRIP Planning Design Grant** application released
April 30	Draft **IAAF Application** released; **public comment** period begins
May 14	**Public comments** on Attachments I & J due
May 14	**Public comments** on IAAF due
May 15	Non-binding Performing Provider System **Letter of Intent** due
May 16	Final **IAAF Application** released
May 28	**Public Comments** on Toolkit due
May 30	**IAAF Applications** due
Mid-June:	**IAAF Awards** announced
June 26	**DSRIP Planning Design Grant** application due
August 6	**DSRIP Planning Design Grant** awards made
September 22	Draft **DSRIP Project Plan** application released; **public comment** period begins
October 22	**Public comments** on draft **DSRIP Project Plan** application due
November 14	Final **DSRIP Project Plan** application released
December 16	**DSRIP Project Plan** application due
December 18	**DSRIP Project Plan** applications are posted to web, **public comment** period begins
2015	
January 20	**Public comments** on **DSRIP Project Plan** applications are due
Early February	Assessor recommendations on **DSRIP Project Plan** applications are made public
Mid-February	DSRIP Oversight & Review Panel reviews **DSRIP Project Plan** assessor recommendations and makes final recommendations to state
Early March	**DSRIP Project Plan** awards made
April 1	**DSRIP Year 1 begins**

Comment Number	Section:	Theme:	Comment:	Who?	Modify I?	Modify J?	Modify Toolkit?	Comment:
1	I	Attribution	Ensure attribution is transparent; clarify how duals will be handled; provide clarification of initial attribution and true up process; avoid attribution issues as in HH; address LTC provider in attribution; clarify attribution for providers in more than one PPS; solicit active participation and input from PPS for final attribution	HANYS (Summary listed here; multipage specifics)	x			On all attribution items we will take comments into consideration as part of a revise we are doing to attribution to break out attribution rules by population (BH, DD, LTC, Other).
2	I	Attribution	Uninsured need to be attributed to PPS, not just Medicaid; there are data sources	Medicaid Matters	x			
	I	Attribution	Uninsured need to be attributed to PPS, not just Medicaid; there are data sources	J. Wessler	x			
3	I	Attribution	Individual preferences and differences are not considered in PPS designation;	New York Immigration Coalition	x			
4	I	Attribution	Does not include the uninsured	New York Immigration Coalition	x			
5	I	Attribution	Uninsured need to be attributed to PPS, not just Medicaid; there are data sources	Commission on the Public's Health System	x			
6	I	Attribution	add school based health utilization into the attribution algorithm	Montefiore	x			
7	I	Attribution	Concerns that attribution methodology will allow cherry picking; affect small primary care practices not in PPS	NYC Dept. of Health Mental Hygiene	x			
8	I	Attribution	Should be adjusted for each measure to align with population affected by the measure	Westchester Medical Center	x			
9	I	Attribution	Section 2.c. PPS should have time to review the final attribution after the MCO input	Westchester Medical Center	x			
10	I	Attribution	Should include those in LTC- section II.c.	Continuing Care Leadership Coalition	x			
11	I	Attribution	Wants hospital outclinics that meet safety net threshold be permitted to join PPS even when hospital does not meet goal; concerns with Plans reviewing attribution -- wants state to have plan to validate the MCOs' decisions	GNHA	x			
12	I	Attribution	Wants PCMHs to receive preferential service priority when attributing patients--should be first priority	CHCANYS	x			
13	I	Attribution	Role of MCO in reviewing attribution needs to be further defined and specific criteria listed that they will use;	CHCANYS	x			
14	I	Attribution	Wants those with disabilities /living in supervised residences be attributed to the PPS	AHRC Nassau	x			
15	I	Attribution	Wants clearer definition of care management to insure implications of the methodology are transparent to providers and clients; not clear Nurse Family Partnership Clients are in the care management attribution	Public Health Solutions	x			
16	I	Attribution	Exclusion of members who have plurality of services from non-PPS provider should be revisited; should be reviewed with PPS to see if should be included; work with the involved non-participating providers to see if can bring into PPS;	NYAPRS	x			
17	I	Care coordination	Need clarity on the definiton of case management	NYAPRS	x			
18	I	Community Needs Assessment	Should include social determinants of Health; should include assessment of disabilities; should be a requirement infulfillment of Olmstead	Medicaid Matters	X			Community needs assessment needs to consider institutionalized; C.J. persons
19	I	Community Needs Assessment	Should include individuals in institutions and the community; include the disabled; should be required to include providers who serve the disable;	NYAPRS	X			Community needs assessment needs to consider institutionalized; C.J. persons
20	I	Community-based Groups	Clear delineation of process for including CBO is needed	New York Immigration Coalition				Already included in PPSs and part of community needs assessment; clarify in FAQs
21	I	Compliance with Civil Rights Law	PPS should be assessed for their compliance with non-discrimination laws.	Center for Independence of the Disabled, NY	x			Add specific language to I

22	I	Confidentiality Issues	Confidentiality is the cornerstone of reproductive health care services. Concerns re: sharing of health information re: this topic, most particularly for adolescents; asks to have added on page 12, # 11 : "all privacy protections contained in HIPAA and New York Law"	Family Planning Advocates of NYS	X			add "and New York Law"; Federal law has less protections for adolescents
23	I	Consumer concerns	Nothing is stated about the welfare of individual patients	NYS Public Employees Federation	x			Add more emphasis on consumer engagement
24	I	Consumer engagement	State should implement a strategic plan to educate and involve Medicaid members; include multilanguage materials	Schuyler Center	x			1) Will use some administation funds to do consumer education campaign/RFP process; 2) PPS will be required to provide multilanguage materials based upon community
25	I	Consumer engagement	Consumer feedback should be solicited in mid-point assessment	Schuyler Center				CAHPS will provide this feedback.
26	I	Consumer engagement	Need the Medicaid director and staff to tour the state and sit down with Medicaid members to solicit input in the same way as done with MRT	Medicaid Matters				After final applications are received, will do Medicaid member focus groups in at least 5 locations
	I	Consumer engagement	Community residents and organizations could/should be involved in PPS and planning; will not work unless ongoing involvement of consumers and workers	J. Wessler	x			Community involvement will occur with community needs assessment, consumer involvement with Quality Council, and consumer invovlement with Learning Collaborative. PAC will include labor/workers.
27	I	Data	Wants more information on the portal	CHCANYS	x			Will be provided in future Webinars
28	I	DOH Staffing	Need more state staff for this project; state should publicly offer a strategic plan to transform and integreate state systems in alignment with MRT	Medicaid Matters				Staffing in progress.
29	I	DOH Staffing	Need more state staff for this project; state should publicly offer a strategic plan to transform and integreate state systems in alignment with MRT	Commission on the Public's Health System				Staffing in progress.
	I	DOH Staffing	The State Health Department has been losing staff, yet it has a major role in planning, data development, technical assistance, monitoring, and evaluation of DSRIP/PPS	J. Wessler				Staffing in progress.
30	I	DSRIP Funding	Language appears to favor voluntary hospitals at the expense of the resources for public facilities --50 -50,	New York Immigration Coalition				Will provide clarity in webinars; misinterpretation
31	I	DSRIP Funding	Public hospitals must receive their fair share of funding	Commission on the Public's Health System				Will provide clarity in webinars; misinterpretation
32	I	DSRIP Funding	Public hospitals must receive their fair share of funding	NYS Public Employees Federation				Will provide clarity in webinars; misinterpretation
	I	DSRIP Funding	Issues with public hospitals and funding; lack of clarity that they will have access to the full share of the public hospital funding	J. Wessler				Will provide clarity in webinars; misinterpretation
33	I	DSRIP Goals	Concerned that 25% reduction in unnecessary hospital admissions is equated to reducing actual capacity by 25%; unnecessary is not defined	NYS Nurses Association				Understand the concern; no equation for specific bed reduction; can provide clarity in webinars
34	I	DSRIP Reivew Checklist	Want the following added: -Marketing component for outreach and motivating beneficiaries to take advantage of new integrated health care system; -the plan demonstrates that the current assets and systems in place of collaborating providers are beneficial in achieving successful outcomes; -the plan describes current database systems providers are using to collect and analyze data, to maximize results; -the plan supports opportunities to partner with educational institutions to research results and performance improvement options	NYC Dept. of Health Mental Hygiene				Noted; not clear changes are necessary
35	I	FQHC	Should be part of the process	Commission on the Public's Health System				Are already part of process; webinar can clarify members of PPS

36	I	Governance	Should include representatives of community based providers and consumers	Schuyler Center				Add one Medicaid member to the PAC
37	I	Governance	the evolution of the PPS into a highly effective integrated delivery system should be resisted; suggests a mandate which goes beyond both federal and state statute	NYS Public Employees Federation				Comment noted
38	I	Governance	Wants to ensure community based safety net providers are included in governance	CHCANYS				No change required; will clarify in webinar
39	I	High performance Fund	wants clarity on how this will used/awarded/do all metrics have to be top performing to achieve this/etc	GNHA				No change required; will clarify in webinar
40	I	High performance Fund	Wants a condition to be incorporated that some of the money to be used to facilitate front line staff's ability to participate in Learning Collaboratives	Next Wave				Noted; not clear changes are necessary
41	I	IAAF	Safety net definitoin is too broad and results in supporting hospitals with minimum Medicaid service; make decision making process open to the public;	New York Immigration Coalition				No changes will be considered to safety net definition.
42	I	IAAF	No funding in IAAF to expand community based ambulatory services	New York Immigration Coalition				No changes in eligiblity at this time
43	I	IAAF	$ should be immediately available and go to health facilities in high need areas	Commission on the Public's Health System				No changes in eligiblity at this time
44	I	IAAF	Issues with eligibility for IAAF; feels too broad and may support hospitals that have consistently failed to meet state quality standards; should include public disclosure of assets; public review and comment on IAAF applications with state-wide stateholder panel reviewing final recommendations; committement of IAAF applicants to engage in a full internal audit of care delivery, etc; independent analysis of any and all psychiatric treatment facilities based on quality control and ethical treatment; IAAF should be held to higher degree of scrutiny in designing their PPS with full DOH participation at all area meetings as PPS emerges; PPS design process for each IAAF should be fully public with mandatory inclusion of community members	NYAPRS				Noted; No changes will be considered to safety net definition; process will be consistent for all applying PPSs.
45	I	IAAF	The requirement that the public hospitals develop special projects in order to access funding for this special pool is an unfair burden that is not placed on the non-public hospitals; funding should also be available to out-patient settings	District Council 37 AFSCME AFL-CIO				Noted; No changes will be considered to eligibility
46	I	IAAF	Feels IAAF eligibility requirements will exclude most safety net providers	NYS Nurses Association				Noted; No changes will be considered to eligibility
47	I	Independent Assessor	Should not be from NY and should not be chosen from a list of state contracted consultants; community based advocates should participate in the development of criteria for the IA and IE and must be involved as they complete their task.	Commission on the Public's Health System				Noted; no change
48	I	Independent Assessor	definition of IA should be straightforward -- no existing ties to any applicants nor any existing commerical ties for similar work with the state.	NYS Public Employees Federation				Noted; no change
49	I	Labor relations	Labor/management collaboration should be recognized in all domains of I and J, tied to scoring(project index score) and award amount allocated	NYS Public Employees Federation				PAC developed to ensure labor involvement
50	I	Labor relations	Wants amendment to show that union representatives must participate in planning, development and implementation; that nothing shall contravene collective bargaining agreements; if not involved, project should be devalued; labor should be included in goverance; PPS that is providing IGT must be the lead	NYS United Teachers; United Univeristy Professions				PAC developed to ensure labor involvement

51	I	Learning Collaboratives	Should be made public and involve community stakeholders	Commission on the Public's Health System	x			Add language to I
52	I	Learning Collaboratives	GNYHA wants to be included in this process	GNHA	x			Add language to I
53	I	LGU	Wants local government to consult with state during review of DSRIP plans	NYC Dept. of Health Mental Hygiene				Noted
54	I	MCO	Wants clarify on alignment of MCOs with DSRIP	CHCANYS				Noted; can be webinar topic
55	I	MCO	Require MCOs that contract with DSRIP PPS to reimburse home health services on an episodic basis as has been the state's process	VNSNY/MJHS				State reimbursement issue; noted
56	I	Payment Reform	Should begin in year 1; should be accelerated and should prioritize primary care-- need road map for amending Medicaid Managed care contract terms--form of payment and adequacy must be addressed	Primary Care Development Corporation				Noted
57	I	Payments	Ensure that payment strategy of incentives gets to the providers who are responsible for the activity and not to the largest entities	CHCANYS	X			Modify I to include reference to state issuing guidance on models distribution of downstream dollars.
58	I	Planning Grants	Should be commensurate with the size of the organization	Westchester Medical Center				Reviewed; would disadvantage rural networks; no change anticipated
59	I	PPS	There is lack of clarity in what defines a hospital's relationship to the community in order to qualify as a DSRIP provider; need community involvement in planning	Commission on the Public's Health System				Noted; can address in webinar
60	I	PPS	Require a comprehensive primary care plan of each DSRIP PPS	Primary Care Development Corporation	X		X	Add to Domain 2 as requirment (IDS)
61	I	PPS	Clarify that appropriate primary care practices and networks can serve as lead coalition provider	Primary Care Development Corporation				No language limiting them;
62	I	PPS	Solo and independent group PCPs are not being considered by the PPSs; Need a comprehensive PCP plan for each PPS	NYC Dept. of Health Mental Hygiene				Noted; will address during planning; Support teams will ensure addressed
63	I	PPS	Concerns some Brooklyn hospitals will be at unfair disadvantage because of financial status, but do care for a large number of Medicaid,etc.	NYC Dept. of Health Mental Hygiene				Noted; IAAF will assist
64	I	PPS	Data management will be burdensome; plan to incorporate a third party to help	NYC Dept. of Health Mental Hygiene				Noted; Support teams can help address this issue
65	I	PPS	Section 2.b. re: waivers-- State and CMS should confer the same set of waivers approved for other value based purchasing arrangements	Westchester Medical Center				Noted
66	I	PPS	State should describe and develop plans to communicate with beneficiaries regarding their participation in DSRIP	Westchester Medical Center				Will use some administation funds to do consumer education campaign/RFP process
67	I	PPS	Should include long term care and be scored higher based on this; LTC should include specialty care such as HIV, etc	Continuing Care Leadership Coalition				Noted; will consider for clarification in project valuation
68	I	PPS	Should include a minimum number of persons in LTC	Continuing Care Leadership Coalition				Noted
69	I	PPS	Wants responsibilties of lead to be more clearly defined	GNHA	x			
70	I	PPS	PCP patients should be attributed to more than one PPS so as not to disadvantage PCPs	CHCANYS				Understand issue of PCPs admitting to more than one hospital, but not feasible to do this with attribution, metrics
71	I	PPS	Wants to ensure the review process for PPS will look for missing community/social service organizations	Next Wave	x		x	Review of PPS will include this issue
72	I	PPS	AHECs should be included in the PPS for the role they play in supporting health professional education.	AHEC			x	Added to list of Community Partners in Community Needs Assessment already; can note in IDS
73	I	PPS	Regions -- concerns re: geographic regions of the PPS are overly broad to facilitate local engagement--should assess relative to more local regions -Regional Health Improvement Collaboratives	Next Wave				Noted; PPS will essentially drive the geographic/service area they serve.

74	I	Primary Care Services	There is no designated funding to expand primary care services. (LKH Note --another provider put this under the IAAF--not sure if this is where it is meant to be by this org.)	Commission on the Public's Health System				No change required; addressed through DSRIP projects as well as other funding streams in waiver
	I	Primary Care Services	There is no designated funding to expand community based ambulatory care services; issue with medically underserved communities lacking priamry care resources.	J. Wessler				No change required; addressed through DSRIP projects as well as other funding streams in waiver
75	I	Primary Care Technical and Operational Assistance	Restore this money	Primary Care Development Corporation				Noted; Not able to do
76	I	Primary Care Technical and Operational Assistance	Restore this money -- concerns with reach PCMH Level 3/2014 standards and RHIO connectivity if money is not funded	NYC Dept. of Health Mental Hygiene				Noted; Not able to do
77	I	Project Achievement	Section 7. wants quarterly reporting and payment to smooth cash flow	Westchester Medical Center				Not consistent with STCs
78	I	Project Plan	Streamline the reporting process to reduce burden on the PPS; provide clarification of service areas; remove duplicative requirements related to documenting safety net status; better characterize regional planning as community planning; eliminate unnecessary and inconsisten budgeting requirements since DSRIP is performance based; engage with HANYS and others on governance structure; provide multiple template governance agreements as voluntary guidelines to the PPSs.	HANYS (Summary listed here; multipage specifics)	x			Several comments from this group will be picked up in I changes.
79	I	Project Plan	Duplication of effort for the PPS to have to provide more support for safety net status when state has done it already; feels detailed budget is not necessary since payments are not based upon the budget	GNHA	x			
80	I	Project Plan Review	Ensure ongoing dialogue and review prior to mid-point assessment; permit PPS appeal of independent assessor reviews; provide technical assistance to under performing PPSs.	HANYS (Summary listed here; multipage specifics)	x			State will engage Medicaid members in focus groups and consult with PPS and state associations as part of mid point assessment and ongoing dialogue/are we going to address question of appeal
81	I	Project Plan Review	Project plans should reflect networks relative to other state health transitions including Managed care; HHs, IPAs; regional centers of excellence for behavioral health; project include assessment of social health determinants and inclusion of providers not in Medicaid but who provide socially necessary services; should include how these providers will have financial needs met; 5 year projection of necessary changes ot the PPS to ensure value-based projects are also rehabiliation and recovery oriented specifically for persons with disabilities;	NYAPRS	x		x	Will work recovery/community support terminology into projects
82	I	Project Review	Section 6.b - wants PPS to have the opportunity to review comments of IA and be able to provide corrective changes	Westchester Medical Center				Noted; will discuss in webinar
83	I	Project Review	Wants details on termination process	Westchester Medical Center				Noted; will discuss in webinar
84	I	Project Valuation	Ensure a transparent process with full details provided to each PPS; improve calibration for discounting PPS project selections; disclose scoring details and ability to appeal; consider front-loading annual project value in early years to reflect need for upfront funding; all partial credit/not just pass/fail.	HANYS (Summary listed here; multipage specifics)	x			Transparency language?
85	I	Quality Council	Should include consumers representation	Schuyler Center	x			Will add
86	I	Quality Council	Want LGU representative on Quality Council	NYC Dept. of Health Mental Hygiene	x			Will add
87	I	Quality Council	Want PPS representation	Westchester Medical Center				Determined this would be a conflict of interest

88	I	Reporting Requirements	streamline and simplify reporting to avoid duplication; use Core Measure Vendors as a possible model; expand the breadth of learning collaboratives; develop a method to distribute performance measure payments more than once a year; provide clarification of interim and summative evaluation standards; reconcile real time reporting to the annual performance data; accelerate development of the portal	HANYS (Summary listed here; multipage specifics)	x			Add specificity on flowing payments between the years. Tie the project valuation amounts to the annual DSRIP fund targets from STCs.
89	I	Safety Net Definition	Should be limited to organizations that have substantial responsibility for uninsured/Medicaid/Duals	NYS Public Employees Federation				Safety net definition in STCs; no changes will be requested.
90	I	Safety Net Definition	Too broad -- needs to change	Commission on the Public's Health System				Safety net definition in STCs; no changes will be requested.
	I	Safety Net Definition/IAAF	Safety net definition is too broad and results in supporting hospitals that do not need the funds; This is make decision making process open to the public; This is particularly a problem since decisions about this funding is solely in the hands of the State Health Department (Governor) during an election year. In other states with a DSRIP programs limit funding to a true public and voluntary providers. We know that hospitals maintain different sets of financial information, so that even the financial status of a hospital can be reported in different ways. This is undoubtedly true within large hospital systems, where money can be moved around. Redefine safety net. Make decision making process for distribution of funds open to the public for IAAF.	J. Wessler				Safety net definition in STCs; no changes will be requested.
91	I	Safety Net Definition	wants adjustments for those providers who see far more of Medicaid, uninsured, duals than allowed for currently	NYC Dept. of Health Mental Hygiene				Safety net definition in STCs; no changes will be requested.
92	I	Safety Net Definition	Should be changed to 50% Medicaid, uninsured and dual eligible	District Council 37 AFSCME AFL-CIO				Safety net definition in STCs; no changes will be requested.
93	I	SHIP	Ensure integration of DSRIP and SHIP/ a clear chain of authority for managing these two interrelated initiatives should be clearly stated	Primary Care Development Corporation				State level issue; will address in webinar
94	I	State level review process	Who would qualify as a public stakeholder?	GNHA	x			
95	I	State Performance	How are managed care payments handled?	GNHA				Can clarify in webinar after managed care plan completed
96	I	Valuation	Fairest approach is to create a formula that takes into consideration each facilities' relative proportions of Medicaid/uninsured/dual eligible; actual funding should not be solely on PMPM but further adjusted for payer mix to ensure institutions with greater need get more money;	NYS Nurses Association				Valuation Comments will be taken into account as part of overall changes to valuation being discussed with CMS.
97	I	Valuation	PMPM of $15 is arbitrary; all project values appear to be arbitrary; free of evidence grounded in clincial or organizational experience	NYS Public Employees Federation				
98	I	Valuation	Does not agree with different value scores for creating a medical village in hospitals vs. nursing homes	Eva Eng				
99	I	Valuation	State should raise valuation benchmarks in line with the $15 pmpm. Should not be discounted based upon projects	Westchester Medical Center				
100	I	Valuation	Wants pass/fail process with pass being give 100%	Westchester Medical Center				
101	I	Valuation	Wants partial credit for improving metric; not pass/fail	Westchester Medical Center				
102	I	Valuation	SNF projects are valued less than hospital	Continuing Care Leadership Coalition				
103	I	Valuation	Wants valuation to consider the risk of the population; also wants to use average selected project score	GNHA				

104	I	Valuation	Wants application score criteria be more clearly defined	CHCANYS				
105	I/J	Community-based Groups	State should create a designated "Office of Technical Assistance" within the DOH with special representatives for community groups to enhance opportunities for non-traditional providers	Medicaid Matters				Learning Collaboratives and Support Teams are available to provide this assistance
106	I/J	Community-based Groups	Need an Office of Technical Assistance for community groups	Health People				Learning Collaboratives and Support Teams are available to provide this assistance
107	I/J	Disparities	Projects focused on disparities are not seen as high priority as they are scored lowed in the metrics.	Commission on the Public's Health System			x	Noted; addressing disparities is included in all projects; will review in Toolkit to ensure clarity on this.
108	I/J	Metrics	Provide a reporting waiver for areas affected by natural disasters; use risk adjusted measures where possible; appropriately weight the potentially avoidable services; provide separate behavioral health measures for the preventables; revise the clinical improvement metrics for DM (Remove PQI # 3 and replace with PQI # 14)	HANYS (Summary listed here; multipage specifics)		x		Noted re: issue of natural disasters and will identify a solution; will review the metric again-note the concern
109	I/J	Metrics	Wants adjustments of performance measure for socio-demographic status	Next Wave				Noted; no changes anticipated in measure evaluation
110	I/J	Metrics	State should provide potentially avoidable hospital measures for most SNF ; encourage SNF partnership	Continuing Care Leadership Coalition	x		x	Ensure SNF partnership in PPS
111	I/J	Workforce strategy; Projects	Include Community Health Workers and use of Peers in the PPS workforce strategy and milestones	Schuyler Center		x	x	Add CHW and assistance with outreach and health navigation to IDS
112	J	Care coordination	Issues raised about role of care management such as in HH vs. that in MMCP; Better define care management; clarify if voluntary; delineate safeguards for consumer confidentiality; clarify if consumers can choose a care manager; clarify service suite allowed; eligibility; appeals; description of staff qualifications for care management and structure for each model/definition of care; set case load limit policies; define process for client feedback; define how consumers can file a grievance; explain the interrelationship between disease management and case management and coordination between relevant providers	Medicaid Matters				Noted; can addres in webinar; some of this is addressed from Medicaid Managed Care regulations and Health Home policy
113	J	Data	Concerns around standardization of data; wants reporting through RHIOs	NYC Dept. of Health Mental Hygiene				Portal will address this issue.
114	J	Data	Consideration has to be given for data issues from Hurricane Sandy	NYC Dept. of Health Mental Hygiene				Noted
115	J	Disparities	People with disabilities are not mentioned	Elizabeth Berka				Are addressed in community needs assessment
116	J	Disparities	Addressing disparities not adequately evaluated by metrics; Metrics do not capture effect of SES	Fingers Lakes Health Systems Agency				Data will be provided that can be sorted by disparities for use by PPS; small cell size and lack of standards limit use for the state as a whole
117	J	Disparities	Inadequate evaluation of disparities; PPS should identify race, ethnicity, etc of population they serve so they can comply with all civil rights laws; Domain 4 metrics should better capture all health disparities not just the few listed.	Center for Independence of the Disabled, NY		x		Data will be provided that can be sorted by disparities for use by PPS; small cell size and lack of standards limit use for P4P or P4R for the state as a whole
118	J	Disparities	Measures should track disparities by age, race/ethnicity/gender	Schuyler Center		x		As above
119	J	Disparities	Inadequate evaluation of disparities; PPS should identify race, ethnicity, etc of population they serve so they can comply with all civil rights laws; Domain 4 metrics should better capture all health disparities not just the few listed.	Medicaid Matters				Data will be provided that can be sorted by disparities for use by PPS; small cell size and lack of standards limit use for the state as a whole

120	J	Disparities	Racial and disability disparities are not measured and tracked	New York Immigration Coalition		x		Data will be provided that can be sorted by disparities for use by PPS; small cell size and lack of standards limit use for the state as a whole
		Disparities	Racial and disability disparities are not measured and tracked	J. Wessler		x		Data will be provided that can be sorted by disparities for use by PPS; small cell size and lack of standards limit use for the state as a whole
	J	Attribution	Individual preferences and differences are not considered in PPS designation; unclear how race and ethnicity, primary language and disability are considered, if at all	J. Wessler	x			
121	J	HIV	Syringe exchange programs were not included in Project 3.e.i HIV/AIDS	NY Academy of Medicine			x	
122	J	Metrics	'Avoidable ED algorithms' use will yield underestimated truly avoided visits. Suggest using algorithms initially, but follow with rate adjusted for identifiable impacts	Fingers Lakes Health Systems Agency				Noted; concerns with standardized measure over the years of the project;
123	J	Metrics	PQI is very limiting as many avoidable admissions are not measured.	Fingers Lakes Health Systems Agency				Noted; these are standardized measures with baselines for comparison; could look at PPA as broader.
124	J	Metrics	Allow flexibility for exceptions to the project list; utilize NY Medicaid data to set performance targets; provide clarification on baseline data updates and impact on performance targets; avoid use of a moving target for performance evaluation	HANYS (Summary listed here; multipage specifics)				Will not be adding new projects
125	J	Metrics	No metric to measure quality of care for persons with LEP	Schuyler Center				Noted; Data will be provided that can be sorted by disparities for use by PPS; small cell size and lack of standards limit use for the state as a whole
126	J	Metrics	State should measure the physical access challenges for members and how providers are addressing; need a metric	Schuyler Center				This is be done through the NYS Capital funding
127	J	Metrics	Need more flexibile approach to metric selection with flexibility to propose additional metrics outside of the proposed list and to select limited subset from proposed metrics	Montefiore				No change planned
128	J	Metrics	Clarification needed on establishment of metric targets; must the state always chose between state and national or can DOH use discretion? Wants discretion	GNHA				Additional information on baselines and targets will be provided in webinar
129	J	Metrics	Do some metrics require medical record review?	GNHA				Yes; no changes required
130	J	Metrics	Move base year so does not include disruption by Sandy	Next Wave				Noted; under consideration
131	J	Metrics	Technical corrections were submitted internally to correct	Lindsay Cogan		X		Internal technical corrections done
132	J	Project	Projects should be developed locally and not by state	NYS Public Employees Federation				Noted
133	J	Project	System transformation - nothing inherently valuable in any of the listed tasks; PCMHs have not improved care	NYS Public Employees Federation				Noted
134	J	Project	Domain 3 Top down planning is inefficient; planning based on sloganeering will be ineffective; and dissipation of funds will lead to inequity; measure stewards listed do not have any supporting documentation or are proprietary;	NYS Public Employees Federation				Noted
135	J	Project	Domain 4 measures have not apparent basis in any analysis and only the general basis references to source; suffers from imprecision in definition, inattention to demonstration of the relevance of the measure to improvement in public health , lack of linkage to any peer reviewed or well accepted evidence;	NYS Public Employees Federation				Noted
136	J	Project	Project 2.a.v --more flexibility should be given to SNF to reduce bed capacity while developing alternate resource use at a different site	Eva Eng				Noted

137	J	Project	Domain 2 should not be capped at four projects; should be able to do 8	Eva Eng				Noted
138	J	Project	Medical village--"we would like to underscore the importance of having channels for repurposing inpatient capacity for other, non-inpatient uses such as urgent care and want to clarify that this type of activity will be fully supported	Montefiore			x	Noted; will clarify in toolkit can discuss further in webinar
139	J	Project	Project 2.a.i -- concerns expressed re: this will increase in primary care; provide projections of primary care capacity; concerns re: supporting electronic HR-- need mechanism for relief if do not meet due to factors out of control of the PPS; NCQA 2014 Level 3 is too aggressive; NYS Medicaid pays an incentive on 2011 so PCPs may stay with that to gain that money;100% RHIO connectivity by year 3 should be revised if affected by factors out of control of PPS;	NYC Dept. of Health Mental Hygiene				Noted; in discussion with Office of Quality and Patient Safety; no changes in J or toolkit
140	J	Project	Project 2.a.iii-- change to patients eligible for but not enrolled in HH; many people already eligible for HH but not enrolled	NYC Dept. of Health Mental Hygiene				Changes intent of project; no changes anticipated
141	J	Project	2.B.ix -- observation programs - if such programs become more standard, patients may incur charges from insurance companies that don't cover them	NYC Dept. of Health Mental Hygiene				Noted;
142	J	Project	Domain 2 concerns about timely access to data	NYC Dept. of Health Mental Hygiene				Noted; portal will enhance access to state available data
143	J	Project	How will PPSs be protected from being inappropriately penalized for high hospital readmission rates?	NYC Dept. of Health Mental Hygiene				Noted
144	J	Project	Domain 2 - Wants BMI added to this list since all adults should be screened for theirBMI	NYC Dept. of Health Mental Hygiene				Noted; recognize the importance of BMI; not clear fits Domain 2; collection difficulties
145	J	Project	Domain 2- Want rates of incarcertaion and/or arrest be considered an avoidable event to measure transformaton	NYC Dept. of Health Mental Hygiene				Good idea; data availability is an issue
146	J	Project	Domain 3 wants to use NQF #0028 instead of #0027; used in MU	NYC Dept. of Health Mental Hygiene				This was a discussion with CMS; #0027 was agreed on
147	J	Project	Domain 4 - wants percentage of mothers exposed to intimate partner violence; rates of tobacco use at the end of pregnancy and three months postpartum based on results of NYC Preg. Risk Assessment Monitoring System	NYC Dept. of Health Mental Hygiene				Noted; will continue alignment with Prevention Agenda; adding additional metrics not collected on a state-wide basis
148	J	Project	MOLST should be specifically called out in palliative care projects; in 3.g.i, more than IHI's "Conversation Ready" should be allowed	CompassionAndSupport.org			x	Agreed; will add
149	J	Project	Wants definition of eligible providers for RHIO, etc to allign with meaningful use	Westchester Medical Center				Already is aligned; can clarify in FAQs
150	J	Project	For Domain 2, C. connecting systems, does not want all metrics from A and B to apply; wants a subset	Westchester Medical Center				Noted; no change warranted
151	J	Project	Domain 3 clinical improvement; wants PPS to be able to propose specific metrics; their project for prenatal is one year but the metrics are for two years	Westchester Medical Center				Noted; no change warranted
152	J	Project	Palliative Care issues with using UAS	Westchester Medical Center				Noted; no change warranted
153	J	Project	Wants more flexibility in picking Domain 2 projects	Continuing Care Leadership Coalition				Noted; no change warranted
154	J	Project	Confusion on the use of project in two ways	GNHA				Terminology from CMS; no change is planned
155	J	Project	For Article 40 hospices to work with behavioral health clients, there is need for regulatory relief; is this being considered	Hospice and Palliative Care of St. Lawrence Valley				Called this provider and advised him this is possible; will need to provide the information for review
156	J	Project	Wants DOH to expand upon definiton of evidence based home visiting to include other successful models in addition to NFP such as HFNY	Public Health Solutions			x	Noted; will add in toolkit
157	J	Project	Want an additional project that exclusively focuses on increasing access to and use of contraceptive methods with a focus on long-acting reversible contraceptives	Public Health Solutions				No additional projects will be added

158	J	Project	Modifications: 2.a.v--expand to psychiatric facility, congregate housing unit or other institution that may be modified to offer community based services and housing supports; 2.b.iii-ED care triage for at risk populations--before and after admission to transition to appropriate community supports;	NYAPRS			x	will work language into toolkit -- cannot change 2.a.v without significant change in intent;
159	J	Project	Add: 2.c.iii--expand transportation access for health and non-health related appointments for at-risk populations; 3.a.vi -- Outreach and engagement to behaviorally at risk populations in underserved communities; 3.e.ii --Behavioral health interventions for persons with HIV/AIDS	NYAPRS			x	will work language into toolkit; new projects are not added, but reviewing to ensure concepts are captured in toolkit
160	J	Project	Wants more expansive definition of medical village using alternative site	Continuing Care Leadership Coalition				Noted
161	J	Project	Palliative care issues with using UAS; wants more points for integration into the community	Continuing Care Leadership Coalition				Noted
162	J.	Project	Renal Care -- wants different metrics	Westchester Medical Center				Note the concern; was addressed when J was written

MRT Waiver Amendment Update

April 2014

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NYS Department of Health

PRESENTATION OVERVIEW

- MRT Waiver Amendment: An Overview
- MRT Waiver Amendment: State Plan Amendment (SPA)
- MRT Waiver Amendment: Managed Care
- MRT Waiver Amendment: DSRIP Program Overview
- What Has Changed in DSRIP?
- DSRIP Project Planning, Application Process & Assessment
- DSRIP Domains: Planning & Organizational Structure
- DSRIP Projects
- DSRIP Attribution

PRESENTATION OVERVIEW (CONTINUED)

- DSRIP Project Valuation
- DSRIP Project Valuation Scenario: Illustrative Example
- DSRIP Performance Assessment
- Statewide Accountability
- DSRIP Resources
- Independent Assessor and Evaluator
- DSRIP Timeline
- MRT Waiver Amendment Stakeholder Engagement Process

MRT WAIVER AMENDMENT: AN OVERVIEW

MRT WAIVER AMENDMENT

- In April 2014, Governor Andrew M. Cuomo announced that New York State and CMS finalized agreement on the MRT Waiver Amendment.
- Allows the state to reinvest $8 billion of the $17.1 billion in federal savings generated by MRT reforms.
- The MRT Waiver Amendment will:
  - ✓ *Transform the state's Health Care System*
  - ✓ *Bend the Medicaid Cost Curve*
  - ✓ *Assure Access to Quality Care for all Medicaid members*

MRT WAIVER AMENDMENT: $8 BILLION ALLOCATION

- **$500 Million for the Interim Access Assurance Fund (IAAF)** – Time limited funding to ensure current trusted and viable Medicaid safety net providers can fully participate in the DSRIP transformation without unproductive disruption.
- **$6.42 Billion for Delivery System Reform Incentive Payments (DSRIP)** – Including DSRIP Planning Grants, DSRIP Provider Incentive Payments, and DSRIP Administrative costs and DSRIP related Workforce Transformation.
- **$1.08 Billion for other Medicaid Redesign purposes** – This funding will support Health Home development, and investments in long term care workforce and enhanced behavioral health services, (1915i services).

OTHER KEY INITIATIVES

Other key initiatives that support MRT Waiver Amendment implementation in New York:

- ✓ $1.2 billion in capital investment enacted in 2014-15 budget.
- ✓ Regulatory relief to support provider collaboration on DSRIP projects.
- ✓ More information to follow.

MRT WAIVER AMENDMENT

- Stayed true to the original goals of the MRT Waiver Amendment (August 2012), while making our proposal consistent with CMS feedback on what could be approved.
- While the overall concept is the same, there are a number of structural changes that have been negotiated. These include:
  - ✓ *Funding Levels*
  - ✓ *Safety Net Definition (for DSRIP)*
  - ✓ *Program Components*
  - ✓ *Timeline*

MRT WAIVER AMENDMENT KEY DOCUMENTS

MRT Waiver Amendment – official governing documents:

- **Partnership Plan Special Terms and Conditions (STCs)**
  - ✓ Governing agreement between New York and CMS of Partnership Plan 1115 Waiver. MRT Waiver Amendment STCs outline implementation of MRT Waiver Amendment programs, authorized funding sources and uses, and other requirements
- **Attachment I: Program Funding and Mechanics Protocol**
  - ✓ Describes the state and CMS process for reviewing DSRIP project plans, incentive payment methodologies, reporting requirements, and penalties for missed milestones
- **Attachment J: Strategies and Metrics Menu**
  - ✓ Describes strategies and metrics available to Performing Provider Systems for including in their DSRIP Project Plan

MRT WAIVER AMENDMENT: STATE PLAN AMENDMENT (SPA)

STATE PLAN AMENDMENT (SPA) KEY CONCEPTS

- Health Home Development Funds would support programs, including:
  - ✓ *Member Engagement and Health Home Promotion;*
  - ✓ *Workforce Training and Retraining;*
  - ✓ *Clinical Connectivity - HIT Implementation; and*
  - ✓ *Joint Governance Technical Assistance and Implementation Funds.*
- Health Home Development Funds will be distributed through a CMS approved rate add-on.
- Total 5-year value = $190.6 million.
- More information to follow.

MRT WAIVER AMENDMENT: MANAGED CARE

MANAGED CARE CONTRACT AMENDMENTS

- Vehicle to implementing:
  1. *Long Term Care Workforce Strategy ($245.0mm)*
  2. *1915i Services ($645.9mm)*
- Funds will flow to plans who will be required to contract for those services.
- Plans for how funds will be used will be pre-approved by the state.
- Total five year value = $890.9 million.
- More information to follow.

MRT WAIVER AMENDMENT: DELIVERY SYSTEM REFORM INCENTIVE PAYMENT (DSRIP) PROGRAM OVERVIEW

DSRIP KEY GOALS REMAIN:

- Transformation of the health care safety net at both the system and state level.
- Reducing avoidable hospital use and improve other health and public health measures at both the system and state level.
- Ensure delivery system transformation continues beyond the waiver period through leveraging managed care payment reform.
- Near term financial support for vital safety net providers at immediate risk of closure.

INTERIM ACCESS ASSURANCE FUND: SHORT TERM FINANCIAL SUPPORT

- Interim Access Assurance Fund (IAAF) is temporary, time limited funding to protect against degradation of the current key health care services until DSRIP is implemented.
- Total IAAF allocation is $500 million ($250 million for public hospitals, $250 million for non-public hospitals).
- The state will make all decisions regarding eligibility and distribution, however, will be limited to providers serving significant numbers of Medicaid members who are at high financial risk.
- Awardees must be part of a submitted DSRIP application.
- More information to follow.

NYS DSRIP PLAN: KEY COMPONENTS

- Key focus on reducing avoidable hospitalizations by 25% over five years.
- Statewide initiative open to large public hospital systems and a wide array of safety-net providers.
- Payments are based on performance on process and outcome milestones.
- Providers must develop projects based upon a selection of CMS approved projects from each of three domains.
- Key theme is collaboration! Communities of eligible providers will be required to work together to develop DSRIP project proposals.

DSRIP PROGRAM PRINCIPLES REMAIN

Patient-Centered	• Improving patient care & experience through a more efficient, patient-centered and coordinated system.
Transparent	• Decision making process takes place in the public eye and that processes are clear and aligned across providers.
Collaborative	• Collaborative process reflects the needs of the communities and inputs of stakeholders.
Accountable	• Providers are held to common performance standards, deliverables and timelines.
Value Driven	• Focus on increasing value to patients, community, payers and other stakeholders.

Better care, less cost

PERFORMING PROVIDER SYSTEMS (PPS): LOCAL PARTNERSHIPS TO TRANSFORM THE DELIVERY SYSTEM

Partners should include:

- *Hospitals*
- *Health Homes*
- *Skilled Nursing Facilities*
- *Clinics & FQHCs*
- *Behavioral Health Providers*
- *Home Care Agencies*
- *Other Key Stakeholders*

Responsibilities must include:

- Community health care needs assessment based on multi-stakeholder input and objective data.
- Building and implementing a DSRIP Project Plan based upon the needs assessment in alignment with DSRIP strategies.
- Meeting and reporting on DSRIP Project Plan process and outcome milestones.

WHAT HAS CHANGED IN DSRIP?

Safety Net Definition

Further Specifications of Key Components

DSRIP Timeline

SAFETY NET DEFINITION (HOSPITALS)

- A hospital must meet one of the three following criteria to participate in a performing provider system:

  1) Must be either a public hospital, Critical Access Hospital or Sole Community Hospital,

OR …

SAFETY NET DEFINITION (HOSPITALS)

2) Must pass two tests:

   a) At least 35 percent of all patient volume in their outpatient lines of business must be associated with Medicaid, uninsured and Dual Eligible individuals.

   b) At least 30 percent of inpatient treatment must be associated with Medicaid, uninsured and Dual Eligible individuals;

OR …

SAFETY NET DEFINITION (HOSPITALS)

OR …

3) Must serve at least 30 percent of all Medicaid, uninsured and Dual Eligible members in the proposed county or multi-county community. The state will use Medicaid claims and encounter data as well as other sources to verify this claim. The state reserves the right to increase this percentage on a case by case basis so as to ensure that the needs of each community's Medicaid members are met.

SAFETY NET DEFINITION (NON-HOSPITAL BASED PROVIDERS & NON-QUALIFYING DSRIP PROVIDERS)

- **Non-hospital based providers,** not participating as part of a state-designated Health Home, must have at least 35 percent of all patient volume in their primary lines of business associated with Medicaid, uninsured and Dual Eligible individuals.
- **Non-qualifying providers,** can participate in Performing Providers Systems. However, no more than 5 percent of a project's total valuation may be paid to non-qualifying providers. This 5 percent limit applies to non-qualifying providers as a group. CMS can approve payments above this amount if it is deemed in the best interest of Medicaid members attributed to the Performing Provider System.

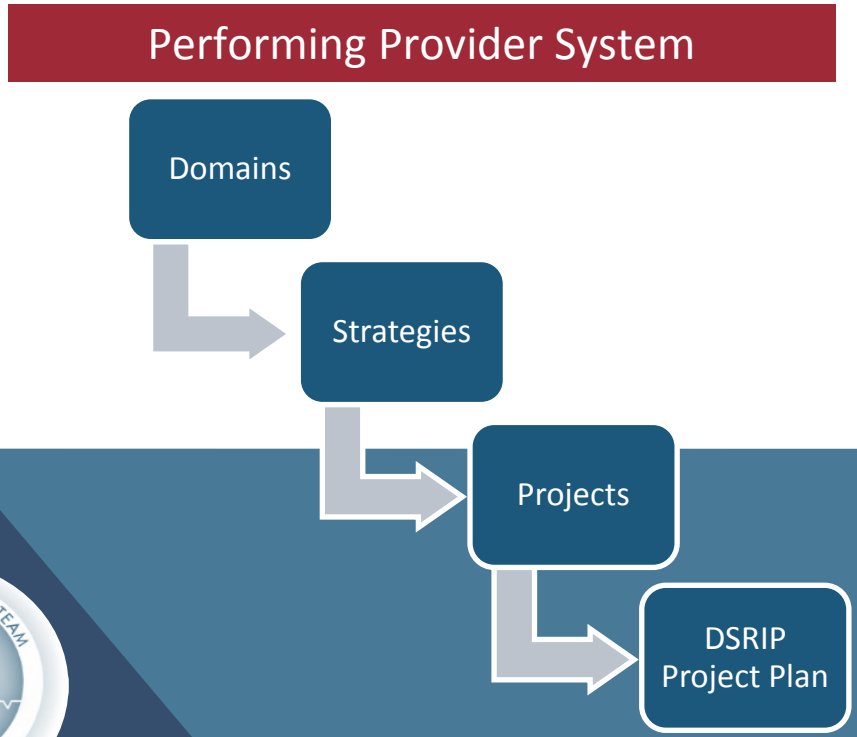
SAFETY NET DEFINITION (VITAL ACCESS PROVIDER EXCEPTION)

Vital Access Provider Exception: The state will consider exceptions to the safety net definition on a case-by-case basis if it is deemed in the best interest of Medicaid members. Any exceptions that are considered must be approved by CMS and must be posted for public comment 30 days prior to application approval. Three allowed reasons for granting an exception are:

- ✓ *A community will not be served without granting the exception because no other eligible provider is willing or capable of serving the community.*
- ✓ *Any hospital is uniquely qualified to serve based on services provided, financial viability, relationships within the community, and/or clear track record of success in reducing avoidable hospital use.*
- ✓ *Any state-designated Health Home or group of Health Homes.*

DSRIP TERMINOLOGY

- Providers that form partnerships and collaborate in a DSRIP Project Plan are now referred to as a Performing Provider System (PPS).
- The DSRIP program contains four evaluation Domains. Domains 2 and 3 are further broken into specific strategy areas. Under each strategy are a number of projects.



UPDATED DSRIP PROJECT TIMELINE

DY 0

Planning, Assessment & Project Development (April 2014 – March 2015)
Project Plan Applications Due December 2014

DY 1 - 5

Project Implementation
(DY1 Starts April 2015)

Performance Evaluation & Measurement
(Plan adjustments as needed)

Metric & Milestones Achievement

DSRIP PROJECT PLANNING, APPLICATION PROCESS & ASSESSMENT (YEAR 0)

DSRIP PROJECT PLAN REQUIREMENTS

The project must be:

- A new initiative for the Performing Provider System (PPS);
- Substantially different from other initiatives funded by CMS, although it may build on or augment such an initiative;
- Documented to address one or more significant issues within the PPS service area and be based on a detailed analysis using objective data sources;
- A substantial, transformative change for the PPS;

DSRIP PROJECT PLAN REQUIREMENTS

- Demonstrative of a commitment to life-cycle change and a willingness to commit sufficient organizational resources to ensuring project success;
- Developed, in concert, with other providers in the service area with special attention paid to coordination with Health Homes actively working within their area; and
- Applications from single providers will not be considered!

DSRIP PROJECT DESIGN GRANT REVIEW AND APPROVAL PROCESS

1. Provider Submits Project Design Grant Application

- Eligible provider collaborations wishing to participate in DSRIP will submit a completed project design grant application to the state by the specified deadline.

2. State Reviews Project Design Grant Application

- State will initiate a preliminary review of all project design grant applications using a developed checklist to ensure that applications meet baseline planning requirements. First payment sent out upon planning grant approval.

3. Provider submits Year 0 Planning Progress Report to DOH

- All approved project design grant applicants will have to submit an updated report to the state on its progress on developing a DSRIP Project Plan.

DSRIP PROJECT REVIEW AND APPROVAL PROCESS

4. Provider submits a DSRIP Project Plan to DOH (Dec 2014)

- Providers will submit DSRIP Project Plan to DOH which undergo a final review by an independent assessor as well as a panel of outside non-conflicted independent health care entities and consumer advocates. A review tool used by the panel will be published prior to the project plan submission date to assist providers in developing their submission. A feedback loop will be built in to allow plan and/or network improvement.

5. Final Notification

- Providers will be notified of the review outcome. Providers who have projects approved can begin the implementation of their DSRIP Project design grant in Year 1.

DSRIP DOMAINS: PLANNING & ORGANIZATIONAL STRUCTURE

DSRIP DOMAINS

Project implementation is divided into four Domains for project selection and reporting:

- *Domain 1 – Overall Project Progress*
- *Domain 2 – System Transformation*
- *Domain 3 – Clinical Improvement*
- *Domain 4 – Population-wide Strategy Implementation – The Prevention Agenda*

Through innovations in these four domains, the statewide DSRIP plan is designed to reduce avoidable hospitalizations by 25% over five years.

DSRIP DOMAINS

Domain 1: Overall Project Progress

- Investments in technology, tools, and human resources that will strengthen the ability of the Performing Providers Systems (PPS) to serve target populations and pursue DSRIP project goals.
- Performing Providers Systems (PPS) will need to submit a detailed project plan for implementation of their chosen project.
- Performance in this domain will be measured on meeting identified milestones in the project plan and progress to sustainability.

DSRIP DOMAINS

Domain 2: System Transformation

- Projects in this domain focus on system transformation and fall into three strategy sublists:
  - A. Create integrated delivery system
  - B. Implementation of care coordination and transitional care programs
  - C. Connecting system
- All PPS must select at least two projects (and up to four projects) from Domain 2:
  - ✓ At least one project must be from strategy sublist A (see attachment J)
  - ✓ At least one project must be from strategy sublist B or C (see attachment J)
- Metrics will include avoidable hospitalizations and other measures of system transformation.

DSRIP DOMAINS

Domain 3: Clinical Improvement

- Projects in this domain focus on clinical improvement for certain priority disease categories.
- All PPS must select at least two (but no more than four) projects from Domain 3:
  - ✓ *At least one project must be from strategy sublist A (behavioral health)*
- Metrics will include disease focused nationally recognized and validated metrics, generally from HEDIS.

DSRIP DOMAINS

Domain 4: Population-wide Strategy Implementation

- Projects in this domain are aligned to the NYS Prevention Agenda and should align with projects in Domain 3.
- Performing Provider Systems will select one (but no more than two) projects from at least one of the four priority areas:
  - ✓ **Promote Mental Health and Prevent Substance Abuse;**
  - ✓ **Prevent Chronic Disease;**
  - ✓ **Prevent HIV/AIDS; and**
  - ✓ **Promote Health Women, Infants and Children.**
- Reporting will be on progress PPS have made in implementing the aligned strategies.
- Link to the New York State Prevention Agenda:
  (http://www.health.ny.gov/prevention/prevention_agenda/2013-2017/index.htm)

DSRIP PROJECTS

DSRIP PROJECTS

- Safety net providers must chose a specified number of projects from Domains 2, 3 and 4.
- Each project has the following components specifically tied to the goal of reducing avoidable hospitalizations:
  - ✓ *Clearly defined process measures;*
  - ✓ *Clearly defined outcome measures;*
  - ✓ *Clearly defined measures of success relevant to provider type and population impacted; and*
  - ✓ *Clearly defined financial sustainability metrics to assess long-term viability.*

DOMAIN 2: SYSTEM TRANSFORMATION STRATEGY AREA: INTEGRATED DELIVERY SYSTEMS

A. Create Integrated Delivery Systems (Required)

Project #	Description	Index Score* (out of 60 pts)
2.a.i	Create Integrated Delivery Systems that are focused on Evidence Based Medicine / Population Health Management	56
2.a.ii	Increase certification of primary care practitioners with PCMH certification and/or Advanced Primary Care Models (as developed under the New York State Health Innovation Plan [SHIP])	37

***Index Score:** An evaluation or score assigned to DSRIP projects, based on five elements (1. Potential for achieving system transformation, 2. Potential for reducing preventable event, 3. % of Medicaid beneficiaries affected by project, 4. Potential Cost Savings and 5. Robustness of Evidence Based suggestions). Project index scores are set by the state and are released prior to the application period.

DOMAIN 2: SYSTEM TRANSFORMATION STRATEGY AREA: INTEGRATED DELIVERY SYSTEMS

A. Create Integrated Delivery Systems (Required)

Project #	Description	Index Score* (out of 60 pts)
2.a.iii	Health Home At Risk Intervention Program– Proactive management of higher risk patients not currently eligible for Health Homes through access to high quality primary care and support services.	46
2.a.iv	Create a medical village using existing hospital infrastructure.	54
2.a.v	Create a medical village/ alternative housing using existing nursing home.	42

DOMAIN 2: SYSTEM TRANSFORMATION STRATEGY AREA: CARE COORDINATION & TRANSITIONAL CARE PROGRAMS

B. Implementation of care coordination and transitional care programs

Project #	Description	Index Score * (out of 60 pts)
2.b.i	Ambulatory ICUs	36
2.b.ii	Development of co-located of primary care services in the emergency department (ED)	40
2.b.iii	ED care triage for at-risk populations	43
2.b.iv	Care transitions intervention model to reduce 30 day readmissions for chronic health conditions	43
2.b.v	Care transitions intervention for skilled nursing facility residents	41
2.b.vi	Transitional supportive housing services	47
2.b.vii	Implementing the INTERACT project (inpatient transfer avoidance program for SNF)	41
2.b.viii	Hospital-Home Care Collaboration Solutions	45
2.b.ix	Implementation of observational programs in hospitals	36

DOMAIN 2: SYSTEM TRANSFORMATION STRATEGY AREA: CONNECTING SETTINGS

C. Connecting Settings

Project #	Description	Index Score * (out of 60 pts)
2.c.i	Development of community-based health navigation services	37
2.c.ii	Expand usage of telemedicine in underserved areas to provide access to otherwise scarce services	31

DOMAIN 3: CLINICAL IMPROVEMENT PROJECTS STRATEGY AREA: BEHAVIORAL HEALTH

A. Behavioral health (required)

Project #	Description	Index Score* (out of 60 pts)
3.a.i	Integration of primary care services and behavioral health	39
3.a.ii	Behavioral health community crisis stabilization services	37
3. a.iii	Implementation of evidence based medication adherence program (MAP) in community based sites for behavioral health medication compliance.	29
3.a.iv	Development of withdrawal management (ambulatory detoxification) capabilities within communities.	36
3.a.v	Behavioral Interventions Paradigm in Nursing Homes (BIPNH).	40

DOMAIN 3: CLINICAL IMPROVEMENT PROJECTS STRATEGY AREA: CARDIOVASCULAR HEALTH

B. Cardiovascular Health

Project #	Description	Index Score* (out of 60 pts)
3.b.i	Evidence based strategies for disease management in high risk/affected populations (adult only)	30
3.b.ii	Implementation of evidence-based strategies in the community to address chronic disease -- primary and secondary prevention projects (adult only)	26

(PPS should utilize strategies contained in the Million Hearts campaign as appropriate.)

DOMAIN 3: CLINICAL IMPROVEMENT PROJECTS STRATEGY AREA: DIABETES CARE

C. Diabetes Care

Project #	Description	Index Score* (out of 60 pts)
3.c.i	Evidence-based strategies for disease management in high risk/affected populations (adults only)	30
3.c.ii	Implementation of evidence-based strategies in the community to address chronic disease – primary and secondary prevention projects (adults only)	26

DOMAIN 3: CLINICAL IMPROVEMENT PROJECTS STRATEGY AREAS: ASTHMA

D. Asthma

Project #	Description	Index Score * (out of 60 pts)
3.d.i	Development of evidence-based medication adherence programs (MAP) in community settings –asthma medication	28
3.d.ii	Expansion of asthma home-based self-management program	31
3.d.iii	Evidence based medicine guidelines for asthma management	31

DOMAIN 3: CLINICAL IMPROVEMENT PROJECTS STRATEGY AREAS: HIV

E. HIV

Project #	Description	Index Score* (out of 60 pts)
3.e.i	Comprehensive Strategy to decrease HIV/AIDS transmission to reduce avoidable hospitalizations – development of a Center of Excellence for management of HIV/AIDS.	28

DOMAIN 3: CLINICAL IMPROVEMENT PROJECTS STRATEGY AREAS: PERINATAL / PALLIATIVE / RENAL

F. Perinatal

Project #	Description	Index Score
3.f.i	Increase support programs for maternal & child health (including high risk pregnancies) (Example: Nurse-Family Partnership)	29

G. Palliative

Project #	Description	Index Score
3.g.i	IHI "Conversation Ready" model	29
3.g.ii	Integration of palliative care into medical homes	22
3.g.iii	Integration of palliative care into nursing homes	25

H. Renal

Project #	Description	Index Score
3.h.i	Specialized Medical Home from Chronic Renal Failure	29

DOMAIN 4: POPULATION-WIDE PROJECTS STRATEGY AREAS: MH & SUD/CHRONIC DISEASE/ HIV & STDS / WIC

The following represent priorities from the State's Prevention Agenda. At least one project from this domain must be chosen, based upon the community assessment:

A. Promote Mental Health and Prevent Substance Abuse

Project #	Description	Index Score * (out of 60 pts)
4.a.i.	Promote mental, emotional and behavioral (MEB) well-being in communities	23
4.a.ii.	Prevent Substance Abuse and other Mental Emotional Behavioral Disorders	20
4.a.iii	Strengthen Mental Health and Substance Abuse Infrastructure across Systems	20

DOMAIN 4: POPULATION-WIDE PROJECTS STRATEGY AREAS: MH & SUD/CHRONIC DISEASE/ HIV & STDS / WIC

B. Prevent Chronic Diseases

Project #	Description	Index Score * (out of 60 pts)
4.b.i.	Promote tobacco use cessation, especially among low SES populations and those with poor mental health.	23
4.b.ii.	Increase Access to High Quality Chronic Disease Preventive Care and Management in Both Clinical and Community Settings.	17

DOMAIN 4: POPULATION-WIDE PROJECTS STRATEGY AREAS: MH & SUD/CHRONIC DISEASE/ HIV & STDS / WIC

The following represent priorities from the State's Prevention Agenda. At least one project from this domain must be chosen, based upon the community assessment:

C. Prevent HIV and STDs

Project #	Description	Index Score * (out of 60 pts)
4.c.i	Decrease HIV morbidity;	19
4.c.ii	Increase early access to, and retention in, HIV care;	19
4.c.iii	Decrease STD morbidity; and	15
4.c.iv	Decrease HIV and STD Disparities	18

D. Promote Healthy Women, Infants and Children

Project #	Description	Index Score * (out of 60 pts)
4.d.i	Reduce Premature Births	24

DSRIP PERFORMANCE MEASURES: DOMAIN 2 - AVOIDABLE HOSPITALIZATIONS

The following four measures will be used to evaluate DSRIP's success in reducing avoidable hospital use:

- ✓ *Potentially Preventable Emergency Room Visits (PPVs).*
- ✓ *Potentially Preventable Readmissions (PPRs).*
- ✓ *Prevention Quality Indicators- Adult (PQIs).*
- ✓ *Prevention Quality Indicators- Pediatric (PDIs),*

DSRIP PERFORMANCE MEASURES: DOMAIN 2 - SYSTEM TRANSFORMATION

Other measures will be used to monitor system transformation and fiscal stability:

- ✓ *% Alternate payment strategies in Medicaid*
- ✓ *System Integration measures*
- ✓ *PCMH Attainment*
- ✓ *Access to care measures*
- ✓ *Care transitions measures*

DSRIP PERFORMANCE MEASURES: DOMAIN 3 – CLINICAL IMPROVEMENT

Each Domain 3 strategy has assigned metrics specific to the strategy subject.

For example, for A. Behavioral Health, these include:

- ✓ *Antidepressant Medication Management.*
- ✓ *Follow-up after hospitalization for Mental Illness (NCQA).*
- ✓ *Cardiovascular monitoring for People with CVD and Schizophrenia.*

Note: Metrics are chosen from nationally recognized, validated measures.

DSRIP PERFORMANCE MEASURES: DOMAIN 4 – POPULATION WIDE

Domain 4 measures are those already measured by the state in the Prevention Agenda and include the total population for the PPS area (not just Medicaid Members). As examples:

- ✓ *Percentage of adults who are obese*
- ✓ *Age-adjusted heart attack hospitalization rate per 10,000*
- ✓ *Percentage of premature death (before age 65)*
  - *Ratio of Black non-Hispanics to White non-Hispanics*
  - *Ratio of Hispanics to White non-Hispanics*

DSRIP ATTRIBUTION

DSRIP ATTRIBUTION: MATCHING MEMBERS TO A PPS

- Attribution is the process used in DSRIP to assign a member to a Performing Provider System (PPS).
- Attribution makes sure that each Medicaid member is assigned to one and only one PPS.
- Attribution uses geography, patient visit information and health plan PCP assignment to “attribute” a member to a given PPS.
- Patient visit information is used to establish a “loyalty” pattern to a PPS (based on all their provider members) where most of the member’s services are rendered.

DSRIP ATTRIBUTION: SOLE PPS IN GEOGRAPHICAL REGION

When there is only one Performing Provider System (PPS) in a defined geographic area/geopolitical area, the entire matched Medicaid beneficiary population will be the assigned population in that geographic/geopolitical area.

DSRIP ATTRIBUTION: MULTIPLE PPS IN GEOGRAPHICAL REGION

When there is more than one Performing Provider System in a defined geographic/geopolitical area, the following methodology will be utilized*:

1. **Matching Goal** - Assignment to a PPS based on the recipient's current utilization patterns, including plurality of visits. Beneficiaries who receive plurality of their qualifying services from providers that are not participating in any DSRIP Performing Provider System will be excluded from attribution.

2. **Service Groupings** - To meet this goal, the methodology will aggregate patient service volume across four different groups of services and assign attribution using a hierarchical service priority as follows:

   - ✓ 1st priority - care management provider;
   - ✓ 2nd priority - outpatient (physical and behavioral health) including Primary Care Providers and other practitioners;
   - ✓ 3rd priority - emergency room; and
   - ✓ 4th priority - inpatient.

*** A methodology for including long term care services and supports will need to be developed. Priority may also be modified based on PCP assignment and utilization.**

DSRIP ATTRIBUTION: MULTIPLE PPS IN GEOGRAPHICAL REGION

3. **Attribution Method** – Once the PPS network of service providers is finalized that overall PPS' service network will be loaded into the attribution system for recipient loyalty to be assigned based on total visit counts to the overall PPS network in each of the hierarchical service categories (mentioned in the last side).

4. **Attribution Adjustments/MCO Input** - Adjustments to attribution based on known variables (e.g, recent changes to the recipient's address, PCP assignment, recent changes in access patterns) may be made by the state with MCO input if deemed appropriate by data. A methodology is also employed to assign unmatched members. At the end of each measurement year adjustments may be made for the purpose of denominator development.

5. **Final Attribution Assignment** - After all visits against all providers are tallied up for a given service type and appropriate adjustments made, the methodology assigns the member to a single PPS.

6. **Attribution For Measurement** – At the end of each measurement period, attribution will be adjusted to account for continuous enrollment criteria and any other adjustments necessary to assure a proper measurement denominator.

* **More information to follow**

DSRIP PROJECT VALUATION

The maximum DSRIP project and application valuation will follow a five-step process.

STEP 1: PROJECT INDEX SCORE

- Each project in the DSRIP Strategy Menu (Attachment J) is given a ***Project Index Score*** which is a ratio out of a total of 60 possible points of each project (X/60 = project index score).
- **Project Index Scores** are based upon a grading rubric that evaluated the project's ability to transform the health care system. The *State has assigned an index score to each project* based on the grading rubric.

Five elements
(Total: 60pt max per project)

1) Potential for achieving system transformation……..30pts
2) Potential for reducing preventable event……10pts
3) Capacity for Project to affect Medicaid beneficiaries…..10pts
4) Potential Cost Savings to Medicaid……5pts
5) Robustness of Evidence Based suggestion……5pts

Step 1a: Index Score (IS)

- Projects are evaluated across 5 elements and given an index score.
- *Individual project index scores are set by DOH and are released prior to the application period*

Step 1b: Convert Index Score into a Project Index Score

The IS is then divided by the maximum index score (MIS) to get the Project Index Score (PIS)

[IS] / [MIS] = PIS

STEP 2: PROJECT PMPM

- The second step creates a *project PMPM (per member per month)* by multiplying the project index score by the state's valuation benchmark.
  - The valuation benchmark is pre-set by the state and varies based upon the number of projects proposed by an applicant.
- Since additional projects will share infrastructure and resources, the valuation benchmark is discounted as applicants select additional projects.
- Although the project PMPM levels drop with the inclusion of additional projects, the overall Performing Project System valuation will generally increase as more projects are added to the overall PPS effort.

Project PMPM

Step 2a: Valuation Benchmark

Valuation benchmark will be an assigned value, derived from similar delivery reforms, expressed in a PMPM format and will be provided by DOH based upon the number of project an applicant selects.

Step 2b: Project PMPM

[project index score] x [valuation benchmark] = **Project PMPM**

STEP 3: PLAN APPLICATION SCORE

- The third step determines the plan application score based on a total of 100 points possible for each application (X/100 = Application Score).
- Score will drive the percent of the maximum project valuation for each project.
- Score based on the fidelity to the project description, and likelihood of achieving improvement by using that project.
- The state is developing a grading system for the plan application score in collaboration with CMS. This grading system will ensure non-duplication of projects/efforts within a project plan.
- Applications are scored by independent assessor and makes recommendations.

STEP 3: PLAN APPLICATION SCORE

- Performing provider systems are encouraged to partner with providers participating in the IAAF program as part of their DSRIP performance network. The plan application score rubric developed by state in collaboration with CMS may include bonus points for addressing sustainability issues in communities served by IAAF providers.
- Applications will also be scored based on an applicant's commitment to developing a capability to responsibly receive risk-based payments from managed care plans through the DSRIP project period.

STEP 4: MAXIMUM PROJECT VALUE

In the fourth step, the ***Maximum Project Value*** is calculated by multiplying:

- ✓ the project PMPM,
- ✓ the project plan application score,
- ✓ the number of Medicaid beneficiaries attributed to the project,
- ✓ and the duration of the DSRIP project.

Maximum Project Value = [Project PMPM] x [# of Medicaid Beneficiaries] x [Plan Application Score] x [DSRIP Project Duration]

Maximum Project Valuation Notes

Note on Member Attribution:
Applicants will provide an attribution assessment in their submission (to be verified by the assessor) identifying the number of Medicaid beneficiaries that are intended to benefit from their project.

Note on Project Duration:
The DSRIP Program Duration is set to be 60 months. The application valuation will assume that providers are to participate in the program for the entire time.

Maximum Project Value =
[Application PMPM] x
[Project Plan Application Score] x
[# of Medicaid beneficiaries] x
[Duration of DSRIP Program]

STEP 5: MAXIMUM APPLICATION VALUE

- Once the maximum project values have been determined, the *maximum application value* for a Performing Provider System is calculated by adding together each of the maximum project values for a given Performing Provider System's application.

STEP 5: MAXIMUM APPLICATION VALUE

- The maximum application value represents the ***highest possible financial allocation*** a Performing Provider System can receive for their project plan over the duration of their participation in the DSRIP program.
- Performing Provider Systems may receive ***less than their maximum allocation*** if they do not meet metrics and/or if DSRIP funding is reduced because of the statewide penalty).

DSRIP PROJECT VALUATION SCENARIO: ILLUSTRATIVE EXAMPLE

DSRIP SCENARIO: HPI* PROJECT VALUATION
STEP 1: PROJECT INDEX SCORES

HPI Project Plan (containing 6 projects)	Project Index Scores
Project 1: 2.a.i Create Integrated Delivery Systems that are focused on EBM/PHM to reduce avoidable hospitalizations	0.93
Project 2: 2.a.ii Increase certification of primary care practitioners with PCMH certification to reduce avoidable hospitalizations	0.62
Project 3: 2.b.vii Implementing the INTERACT project (inpatient transfer avoidance program for Skilled Nursing Facility)	0.68
Project 4: 3.a.i Integration of primary care and behavioral health services(Behavioral Health)	0.65
Project 5: 3.c.i Evidenced based strategies for disease management in high risk populations (Cardiovascular Health)	0.48
Project 6: Domain 4 Focus Area B. Reduce illness, disability and death related to tobacco use and secondhand smoke exposure	0.38

* HPI is "Health Partners Initiative" - a fictitious performing provider system – for illustration purposes.

DSRIP SCENARIO: PROJECT VALUATION VALUATION BENCHMARK TABLE

Below is the current state valuation benchmark table with a benchmark baseline of $8.

Number of projects	Valuation Benchmark PMPMs*
5 (minimum allowed)	$8.00
6	$7.20
7	$6.80
8	$6.65
9	$6.50
10 (maximum allowed)	$6.50

* PMPMs drop as more projects are added to account for the ability to leverage shared capacities (e.g., administration, IT systems etc).

DSRIP SCENARIO: HPI PROJECT VALUATION STEP 2: PROJECT PMPM

HPI Project Plan (containing 6 projects)	Project Index Scores	Valuation Benchmark (5 Project Base Value =$8)	Project PMPM
Project 1: 2.a.i Create Integrated Delivery Systems that are focused on EBM/PHM to reduce avoidable hospitalizations	0.93	$7.20	$6.70
Project 2: 2.a.ii Increase certification of primary care practitioners with PCMH certification to reduce avoidable hospitalizations	0.62	$7.20	$4.46
Project 3: 2.b.vii Implementing the INTERACT project (inpatient transfer avoidance program for Skilled Nursing Facility)	0.68	$7.20	$4.90
Project 4: 3.a.i Integration of primary care and behavioral health services(Behavioral Health)	0.65	$7.20	$4.68
Project 5: 3.c.i Evidenced based strategies for disease management in high risk populations (Cardiovascular Health)	0.48	$7.20	$3.46
Project 6: Domain 4 Focus Area B. Reduce illness, disability and death related to tobacco use and secondhand smoke exposure	0.38	$7.20	$2.74

DSRIP SCENARIO: HPI PROJECT VALUATION
STEP 3: PROJECT PLAN APPLICATION SCORE
STEP 4: MAXIMUM PROJECT VALUATION

HPI Project Plan (Containing 6 projects)	Project PMPM	Project Plan Application Score	# of Attributed Medicaid Members	# of DSRIP Months	Maximum Project Valuation
Project 1: 2.a.i Create Integrated Delivery Systems that are focused on EBM/PHM to reduce avoidable hospitalizations	$6.70	.85	10,000	60	$3,417,000
Project 2: 2.a.ii Increase certification of primary care practitioners with PCMH certification to reduce avoidable hospitalizations	$4.46	.85	10,000	60	$2,274,600
Project 3: 2.b.vii Implementing the INTERACT project (inpatient transfer avoidance program for Skilled Nursing Facility)	$4.90	.85	10,000	60	$2,499,000
Project 4: 3.a.i Integration of primary care and behavioral health services(Behavioral Health)	$4.68	.85	10,000	60	$2,386,800
Project 5: 3.c.i Evidenced based strategies for disease management in high risk populations (Cardiovascular Health)	$3.46	.85	10,000	60	$1,764,600
Project 6: Domain 4 Focus Area B. Reduce illness, disability and death related to tobacco use and secondhand smoke exposure	$2.74	.85	10,000	60	$1,397,400

DSRIP SCENARIO: HPI PROJECT VALUATION STEP 5: MAXIMUM APPLICATION VALUE

HPI Project Plan (Containing 6 projects)	Maximum Project Valuation
Project 1: 2.a.i Create Integrated Delivery Systems that are focused on EBM/PHM to reduce avoidable hospitalizations	$3,417,000
Project 2: 2.a.ii Increase certification of primary care practitioners with PCMH certification to reduce avoidable hospitalizations	$2,274,600
Project 3: 2.b.vii Implementing the INTERACT project (inpatient transfer avoidance program for Skilled Nursing Facility)	$2,499,000
Project 4: 3.a.i Integration of primary care and behavioral health services(Behavioral Health)	$2,386,800
Project 5: 3.c.i Evidenced based strategies for disease management in high risk populations (Cardiovascular Health)	$1,764,600
Project 6: Domain 4 Focus Area B. Reduce illness, disability and death related to tobacco use and secondhand smoke exposure	$1,397,400
Maximum Application Value	$13,739,400*

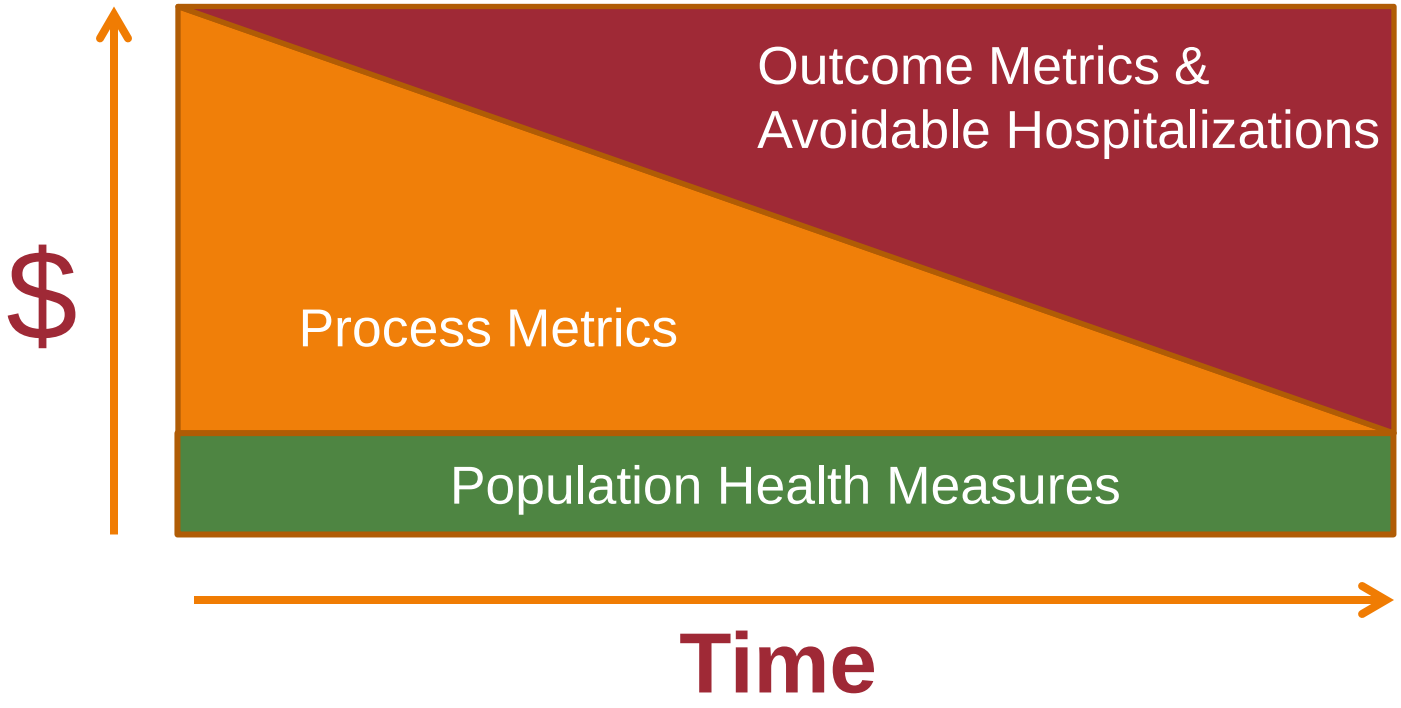
*The maximum application value represents the highest possible financial allocation a Performing Provider System can receive for their project plan over the duration of their participation in the DSRIP program.

Performing Provider Systems may receive less than their maximum allocation if they do not meet metrics and/or if DSRIP funding is reduced because of the statewide penalty).

DSRIP PERFORMANCE ASSESSMENT

All DSRIP Payments Linked to Performance

DSRIP FINANCE FRAMEWORK



DSRIP FUNDING DISTRIBUTION STAGES

- DSRIP payments for each provider are contingent on them meeting program and project metrics and milestones defined in the DSRIP Plan and consistent with the valuation process.

- Based upon a project's valuation, incentive payment values will be calculated for each metric/milestone domain in the DSRIP project plan by multiplying the total valuation of the project in a given year by the milestone percentages specified below.

Metric/Milestone Domains	Performance Payment*	Year 1 (CY 15)	Year 2 (CY 16)	Year 3 (CY 17)	Year 4 (CY 18)	Year 5 (CY 19)
Project progress milestones (Domain 1)	P4R/ P4P	80%	60%	40%	20%	0%
System Transformation and Financial Stability Milestones (Domain 2)	P4P	0%	0%	20%	35%	50%
	P4R	10%	10%	5%	5%	5%
Clinical Improvement Milestones (Domain 3)	P4P	0%	15%	25%	30%	35%
	P4R	5%	10%	5%	5%	5%
Population health Outcome Milestones (Domain 4)	P4R	5%	5%	5%	5%	5%

P4R = Pay for Reporting
P4P = Pay for Performance

DSRIP PERFORMANCE MILESTONES – PAY FOR PERFORMANCE

- Annual improvement targets with use a methodology of **reducing the gap to the goal by 10%.**
- For example, if the baseline data for a measure is 52 percent and the goal is 90 percent, the gap to the goal is 38. The target for the project's first year of performance would be 3.8 percent increase in the result (target 55.8 percent).
- Each subsequent year would continue to be set with a target using the most recent year's data. This will account for smaller gains in subsequent years as performance improves toward the goal or measurement ceiling.
- Performing Provider Systems may receive ***less than their maximum allocation*** if they do not meet metrics and/or if DSRIP funding is reduced because of the statewide penalty).

DSRIP HIGH PERFORMANCE FUND

Who is eligible?

PPS, during a given performance period, that exceed their metrics & achieve high performance by:

- ✓ *Exceeding a preset higher benchmark for reducing avoidable hospitalizations (ex. 20 percent gap to goal or the 90th percentile of the statewide performance); or*
- ✓ *Meeting certain higher performance targets for their assigned behavioral health population will be eligible for additional DSRIP funds from the high performance fund.*

DSRIP HIGH PERFORMANCE FUND

Who decides where to set the high performance benchmarks?

- The state's Quality and Measures Committee (QMC) will be responsible for setting the high performance target goals including the behavioral health high performance avoidable hospitalization threshold for bonus payment purposes.
- The QMC includes representatives from various sectors of healthcare including hospitals, behavioral health providers, nursing homes, managed care plans, provider organizations and consumer representation.

DSRIP HIGH PERFORMANCE FUND

How is the High Performance Fund financed?

- For Years 2-5, up to 10 percent of the total DSRIP funds from the Public Hospital Transformation Fund and Safety Net Performance Provider System Transformation Fund will be set aside to reward high performing systems.
- In addition, otherwise unrewarded funds will also be redirected to the high performance fund.

STATEWIDE ACCOUNTABILITY

We Are All In This Together!

STATEWIDE PERFORMANCE AND ACCOUNTABILITY

- Beginning in Year 3, limits on funding available and provider incentive payments may be subject to reductions based on statewide performance.
- Statewide performance will be assessed on a pass or fail basis for a set of four milestones.
- The state must pass all four milestones to avoid DSRIP reductions.
- If penalties are applied, CMS requires the state to reduce funds in an **equal** distribution, across all DSRIP projects.
- The DSRIP high performance fund will not be affected by any penalties.

STATEWIDE PERFORMANCE: MILESTONES

1) Statewide performance on a universal set of delivery system improvement metrics as defined in Attachment J.

2) Composite measure of success of projects statewide on project specific and population-wide quality metrics.

3) Growth in statewide total Medicaid spending, including MRT spending, that is at or below the target trend rate, and growth in statewide total inpatient and emergency room spending at or below the target trend rate.

4) Implementation of the state's managed care contracting plan and movement toward a goal of 90 percent of managed care payments to providers using value-based payment methodologies.

DSRIP RESOURCES

DSRIP INFORMATICS PRODUCTS

- Data workbooks on Medicaid volume (claims/encounters, discharges and member counts by provider/region/county (non-PHI) developed by Salient available on the DSRIP website.
- Web Based Performance Dashboards with drillable data on member counts by region and baseline performance data (PQIs, PPRs, etc.) are under development by Salient and will be available on DSRIP website (planned for June).
- DSRIP Performance Portal (expected early fall) will have expanded capabilities for deeper dive analytics for DSRIP projects.
- Report submission capabilities are also being built into the expanded Health Home Portal.

SALIENT DATA WORKBOOKS

SALIENT HHS
Performance Management for Healthcare & Human Services

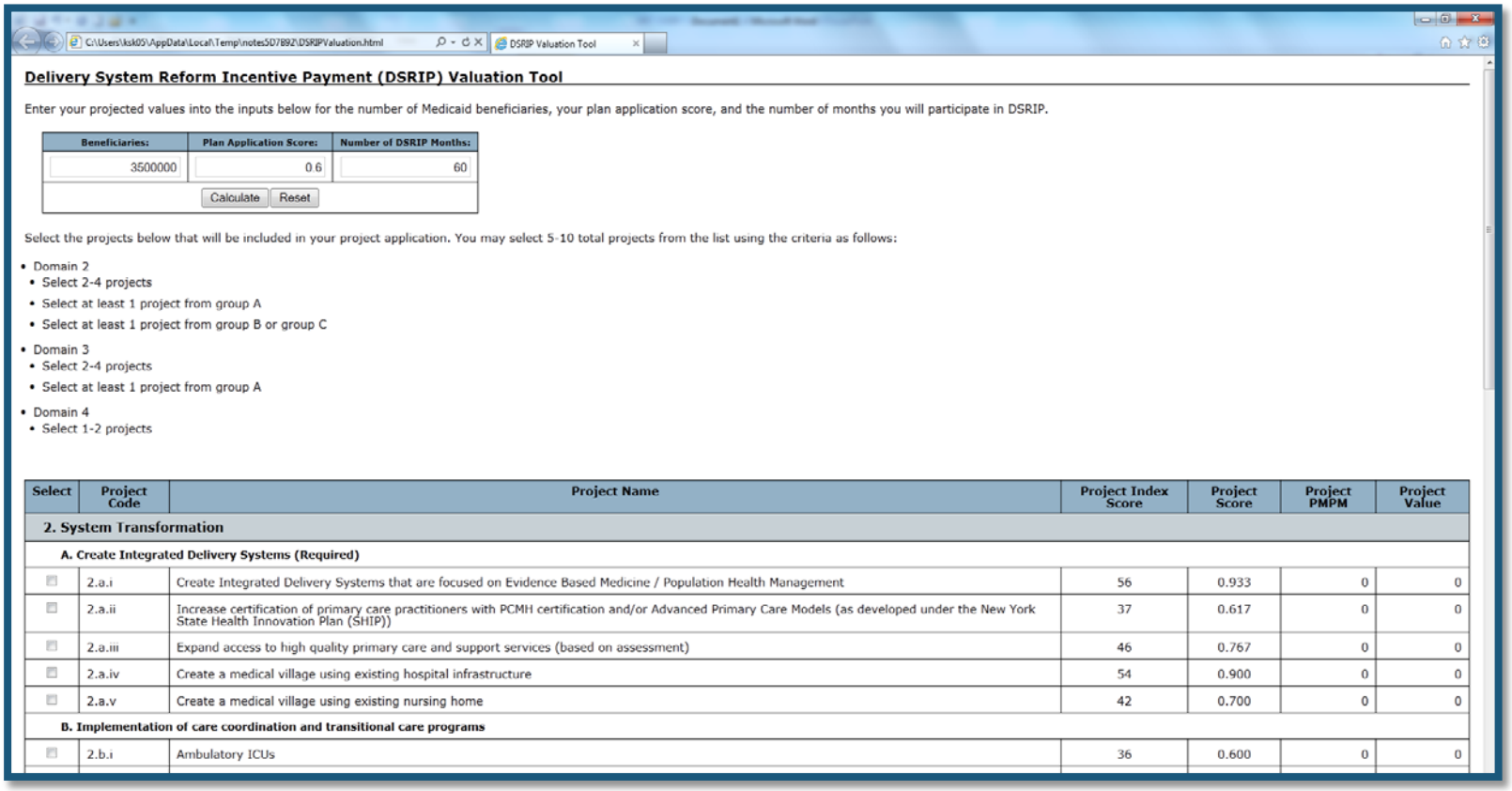
Central Member Region
Member County: All Counties
07/01/2012 - 06/30/2013

		Inpatient		Clinic		Emergency Room		Practitioner		Combined	
Provider Entity	Provider Name	Discharg	Members	Claims	Members	Visits	Members	Claims	Membe	Utilization	All Membe
E0263721	UNIVERSITY HSP SUNY HLTH SC	6,823	4,849	297,399	30,875	25,588	14,608			329,810	35,933
E0238207	UNITED HEALTH SERV HOSP INC	4,452	3,569	276,309	21,466	18,838	9,780			299,599	23,664
E0169412	ST.JOSEPH'S HSP HLTH CTR	5,049	4,051	211,973	17,989	24,468	12,040			241,490	22,691
E0252100	SYRACUSE COMM HEALTH CTR INC			107,433	21,860			4,980	1,295	112,413	21,988
E0265381	OUR LADY OF LOURDES MEM	2,551	2,150	203,145	20,339	12,610	7,263			218,306	21,700
E0271135	CROUSE HOSPITAL	5,837	4,968	194,606	15,817	10,154	5,957			210,597	20,115
E0262911	ARNOT OGDEN MEDICAL CENTER	3,144	2,677	110,022	9,067	13,948	6,809			127,114	12,783
E0265869	CAYUGA MEDICAL CTR/ITHACA	1,283	1,117	93,085	9,653	5,246	2,965			99,614	10,449
E0264411	AUBURN MEMORIAL HOSPITAL	1,518	1,255	73,024	6,852	8,752	4,329			83,294	8,357
E0271157	CORTLAND REG MED CTR	1,577	1,258	83,432	6,627	6,899	3,448			91,908	7,662
E0262918	ST JOSEPHS HOSPITAL ELMIRA	1,614	1,150	30,682	3,738	5,239	2,995			37,535	5,611
E0262914	ST JAMES MERCY HOSPITAL	1,059	873	38,345	3,705	5,459	2,718			44,863	4,810
E0263054	CORNING HOSP	973	825	29,857	3,132	4,995	2,886			35,825	4,767
E0005028	TINIO JAMES DEL ROSARIO MD							9,874	3,688	9,874	3,688
E0262967	ROBERT PACKER HOSP PA	1,173	937	15,616	2,237	2,985	1,622			19,774	3,458
E0262944	PLANNED PARENTHOOD SO FINGER LAKES			5,769	3,369					5,769	3,369
E0216562	SMITH ROY ANTHONY MD							12,378	3,210	12,378	3,210
E0086000	FAMILY SER OF CHEMUNG CNTY MH			35,253	3,075					35,253	3,075
E0261363	GENEVA GENERAL HOSPITAL	447	375	33,714	2,651	700	487			34,861	3,050
E0024990	JURIGA JOHN DAVID MD							13,290	3,031	13,290	3,031
E0262916	SCHUYLER HOSPITAL	172	124	18,626	2,208	2,932	1,639			21,730	2,714
E0271171	STRONG MEMORIAL HOSPITAL	757	633	17,515	2,231	315	229			18,587	2,658
E0265860	IRA DAVENPORT MEM HSP IN	138	114	16,063	1,894	2,919	1,640			19,120	2,589
E0090927	LEONARD LAURA JEAN MD							10,490	2,398	10,490	2,398
E0144492	DRACKER ROBERT A MD							20,715	2,291	20,715	2,291
E0124722	HAYES MICHAEL FRANK DO							6,448	2,266	6,448	2,266
E0042006	SAMODAL RODRIGO T JR MD							8,384	2,179	8,384	2,179

DSRIP METRIC WORKBOOKS

						Program-->		
Most Recent NYS MMC 2012 (or 2011*)	National NCQA Medicaid Mean	National NCQA Medicaid 90th Percentile	National NCQA Medicaid 10th Percentile	Comments	Metric	Metric Source	EBM Chronic Disease	CC & Tx Care
					Metric -- Avoidable Events			
6.79*				Per 100 At Riak Admissions	PPR Per 100	3M	x	x
59.57*				Per 100 Eligible ER Visits	PPV (ED)	3M	x	x
11.23*				Per 100,000 Member Months	PQI# 1 (DM Short-term comp.)	AHRQ	x	x
NA				Per 100,000 Member Months	PQI# 2 (Perforated Appendix)	AHRQ		
16.42*				Per 100,000 Member Months	PQI# 3 (DM long term comp.)	AHRQ	x	
81.24*				Per 100,000 Member Months	PQI# 5 (COPD)	AHRQ	x	x
11.04*				Per 100,000 Member Months	PQI# 7 (HTN)	AHRQ	x	x
30.72*				Per 100,000 Member Months	PQI#8 (Cong. Heart Failure)	AHRQ	x	x
NA				Per 100,000 Member Months	PQI#9 (Low birth weight)	AHRQ		

DSRIP ONLINE VALUATION TOOL



C:\Users\ksk05\AppData\Local\Temp\notesSD7B92\DSRIPValuation.html — DSRIP Valuation Tool

Delivery System Reform Incentive Payment (DSRIP) Valuation Tool

Enter your projected values into the inputs below for the number of Medicaid beneficiaries, your plan application score, and the number of months you will participate in DSRIP.

Beneficiaries:	Plan Application Score:	Number of DSRIP Months:
3500000	0.6	60

Calculate | Reset

Select the projects below that will be included in your project application. You may select 5-10 total projects from the list using the criteria as follows:

- Domain 2
  - Select 2-4 projects
  - Select at least 1 project from group A
  - Select at least 1 project from group B or group C
- Domain 3
  - Select 2-4 projects
  - Select at least 1 project from group A
- Domain 4
  - Select 1-2 projects

Select	Project Code	Project Name	Project Index Score	Project Score	Project PMPM	Project Value
2. System Transformation						
A. Create Integrated Delivery Systems (Required)						
☐	2.a.i	Create Integrated Delivery Systems that are focused on Evidence Based Medicine / Population Health Management	56	0.933	0	0
☐	2.a.ii	Increase certification of primary care practitioners with PCMH certification and/or Advanced Primary Care Models (as developed under the New York State Health Innovation Plan (SHIP))	37	0.617	0	0
☐	2.a.iii	Expand access to high quality primary care and support services (based on assessment)	46	0.767	0	0
☐	2.a.iv	Create a medical village using existing hospital infrastructure	54	0.900	0	0
☐	2.a.v	Create a medical village using existing nursing home	42	0.700	0	0
B. Implementation of care coordination and transitional care programs						
☐	2.b.i	Ambulatory ICUs	36	0.600	0	0

DSRIP WEBSITE

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

- Links to MRT Waiver Amendment Documents (STCs)
- DSRIP Glossary
- DSRIP Public Meeting Dates & Locations
- DSRIP Presentation
- DSRIP Toolkit
- DSRIP Valuation Tool
- Links to Performance Data
- DSRIP email address
- DSRIP FAQs….more to follow!

INDEPENDENT ASSESSOR AND EVALUATOR

Key DSRIP Contractors

INDEPENDENT ASSESSOR

The state will contract with an independent entity with expertise in delivery system restructuring and improvement, project management, payment reform and with experience in implementation of statewide programs.

- **Independent assessor will:**
  - ✓ Conduct a transparent and impartial review of all proposed DSRIP project plans;
  - ✓ Make project approval recommendations to the state;
  - ✓ Conduct a mid-point assessment of Project Plans;
  - ✓ Manage Learning Collaboratives throughout the state; and
  - ✓ Oversee ongoing monitoring of DSRIP projects including onsite visits.

INDEPENDENT EVALUATOR

The state will contract with an independent entity, with expertise in delivery system improvement and program evaluation, to serve as the evaluator of the DSRIP program.

- **Independent evaluator will:**
  - ✓ Work in collaboration with the independent assessor;
  - ✓ Assist with continuous quality improvement activities;
  - ✓ Perform data analysis evaluation on clinical & population focused improvements; and
  - ✓ Prepare a summative and final evaluation.

DSRIP TIMELINE

DSRIP TIMELINE

Due Date/Submission Date	Activity/Deliverable
April - May 2014	CMS approves STCs and DSRIP Attachments
	New York posts the DSRIP Funding and Mechanics Protocol and the DSRIP Strategies Menu and Metrics for public comment for 30 days
	New York posts IAAF Qualifications and Application on for public comment for 14 days;
	14 day IAAF application period begins once comment period closes
	IAAF awards can be distributed after 14 day application period closes
	State has 10 days to submit its first report for IAAF payments (STC 1(b)(iii)(A) of this section)
	State will make baseline data for DSRIP measures available
	State submits its proposed independent assess statement of work (SOW) for its independent assessor contract procurement

DSRIP TIMELINE

Due Date/Submission Date	Activity/Deliverable
May - July 2014	State must accept DSRIP STCs or offer technical corrections, including for the DSRIP Operational Protocol and the Quarterly Reporting formats
	State has 10 days to submit changes to the DSRIP Funding and Mechanics Protocol and the DSRIP Strategies Menu and Metrics once public comment period closes
	CMS will review changes to the DSRIP Funding and Mechanics Protocol and DSRIP Strategies Menu and Metrics and take action no later than 30 days after state submits changes
	State accepts DSRIP Design Grant applications and make Design Grant awards
	State posts DSRIP Project Plan Review Tool that independent assessor will use to score submitted DSRIP Project Plan applications for 30 days

DSRIP TIMELINE

Due Date/Submission Date	Activity/Deliverable
August 1, 2014	State submits draft DSRIP evaluation design
August 30, 2014	State submits its first quarterly report, including its operational report (STCs 35 & 36)
October 1, 2014	State submits its Improved Management Controls report to CMS
	State accepts DSRIP Project Plan applications
	State will perform initial review of submitted DSRIP Project Plan applications
	Independent assessor will perform full review of DSRIP project plan applications
	Independent assessor will post reviewed DSRIP Project Plan applications for public comment for 30 days

DSRIP TIMELINE AFTER JANUARY 1, 2015

New York Partnership Plan Renewal Period – January 1, 2015
Independent assessor approval recommendations made public
State Distributes DSRIP Project Plan awards for approved performing provider systems
Quarterly Deliverables – Quarterly Report and Operational Report August 30, 2014; November 30, 2014; February 28, 2015; May 30, 2015

MRT WAIVER AMENDMENT: STAKEHOLDER ENGAGEMENT PROCESS

MRT WAIVER AMENDMENT: PUBLIC COMMENT PROCESS

New York is required to seek public comment on Attachments I and J. In addition, New York will seek public comment on the MRT Waiver Amendment STCs.

Public Comment periods:

- ✓MRT Waiver Amendment STCs: (15 days)
- ✓Attachments I and J public comment period: (30 days)

Public comment summaries and responses will be posted to the MRT website, and Attachments I and J will be updated (with CMS approval) based on public comment received.

DSRIP e-mail – dsrip@health.state.ny.us

PUBLIC MEETINGS

Five public meetings are being held throughout the answer questions and solicit comments from New Yorkers.

Public Meeting Date	Time/Location
Rochester: Tuesday, April 15:	8:30 a.m. – 11:30 a.m. University of Rochester, Memorial Art Gallery – Rochester
Syracuse: Tuesday, April 15:	2:00 p.m. - 5:00 p.m. Crowne Plaza, Lafayette Room – Syracuse
Capital District: Wednesday, April 16	10:00 a.m. - 1:00 p.m. University at Albany, School of Public Health – Rennselaer
NYC: Thursday, April 17	12:00 p.m. – 3:00 p.m. New York City College of Technology, Atrium Amphithetaer – Brooklyn
Buffalo : TBD	TBD

We want to hear from you!

DSRIP e-mail:

dsrip@health.state.ny.us

'Like' the MRT on Facebook:

http://www.facebook.com/NewYorkMRT

Follow the MRT on Twitter: @NewYorkMRT

Subscribe to our listserv:

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

Announcement of

Availability of Funding

INTERIM ACCESS ASSURANCE FUND (IAAF) FOR SAFETY NET HOSPITALS

ISSUED BY THE

NEW YORK STATE DEPARTMENT OF HEALTH

Applications Due: May 30, 2014, by 3:00 p.m.

CONTACT PERSON: Christopher Delker, Director
Division of Planning and Licensure
Center for Health Care Facility Planning, Licensure & Finance
OPCHSM
iaaf@health.state.ny.us

PURPOSE

Funds in the amount of up to $250 million are made available under this announcement to individual hospitals in severe financial distress to enable these facilities to maintain operations and vital services through March 31, 2015, while they work toward longer-term solutions to sustainable health care services. A hospital receiving funding must collaborate with other providers to build more efficient and effective service delivery through reduced reliance on inpatient care and the strengthening of primary, ambulatory and community-based care appropriate to identified community needs. It is expected that successful applicants under this solicitation will work during the funding period with one or more other providers in their communities to develop strategies to create partnerships for systems of integrated services delivery to be supported through the Delivery System Reform Incentive Payment (DSRIP) program.

ELIGIBLE APPLICANTS

Applicants under this solicitation must be

- a public hospital, defined as a general hospital operated by a county or municipality, but not by a public benefit corporation; **or**
- a federally designated Critical Access Hospital; **or**
- a federally designated Sole Community Hospital; **or**
- a safety net hospital, defined as a general hospital
  - with at least 30 percent of its inpatient discharges made up of Medicaid eligible individuals, uninsured individuals or Medicaid dually-eligible individuals; **and**
  - with at least 35% of its outpatient visits made up of Medicaid eligible individuals, uninsured individuals or Medicaid dually-eligible individuals; **or**
  - that serves at least 30 percent of the residents of a county or a multi-county area who are Medicaid eligible individuals, uninsured individuals or Medicaid dually-eligible individuals;

and for all applicants

- in severe financial distress through March 31, 2015 as evidenced by
  - less than 15 days cash and equivalents; **and**
  - no assets that can be monetized other than those vital to the operation; **and**
  - the operator has exhausted all efforts to obtain resources from corporate parents and affiliated entities to sustain operations.

Eligible applicants must also commit to participate with other entities in the development of a proposal for funds under the DSRIP program that would require that they become participants in a system of integrated services delivery.

ELIGIBLE COSTS

Eligible for payment under this program are costs directly related to the operation of a facility, including but not limited to:

- Personnel (salaries, wages, benefits)
- Supplies and non-capital equipment
- Utilities
- Administrative services
- Communications
- Record keeping, data collection and information processing.

EXCLUDED COSTS

- Capital expenditures, including but not limited to:
  - Construction
  - Renovation
  - Acquisition of capital equipment, including major medical equipment.
- Consultant Fees
- Retirement of long term debt.

AWARDS

Awards under this solicitation will be made after the Department's analysis of the applicant's eligibility and financial projections. The Department, after its review of individual applications and the aggregate amount of requested funds, may award an amount to a hospital that is lower than the applicant's requested funding. Successful applicants will be subject to monthly Department monitoring of financial status and progress towards a defined financial stability work plan and with the commitment of participation in future project design and DSRIP transformation proposals. Monthly award payments will be based on the applicant's actual monthly financial performance during the period and the reasonable cash amount needed to sustain operations for the following month. Therefore, ultimate payments may differ from the initial award.

REVIEW PROCESS

Each application will be reviewed by DOH staff with expertise in health care finance, reimbursement, and delivery. Once eligibility for funding is confirmed, each applicant's current and projected financial status, proposed use of funds to maintain critical services needed by its community, anticipated impact of the loss of such services, and operational transformation plan will be reviewed in determining whether the applicant will be awarded funds, and in determining the amount of the award.

PAYMENT PROCESS

Payments to awardees will be made on a monthly basis through the payment mechanism for payment of Medicaid adjustments. Monthly payments will depend on the recipient's monthly financial and activity reports, which include actual revenues and expenses for the prior month, projected cash need for the current and the coming month, and progress achieved toward reaching goals agreed upon with the Department.

INTERIM ACCESS ASSURANCE FUND (IAAF) APPLICATION FOR SAFETY NET HOSPITALS

The 1115 Waiver provides funding for the IAAF program. This application is for IAAF funding, which ends March 31, 2015.

Applicant Information

Applicant: Name of Operator _____

Facility Address _____ City _____ NY Zip _____

Operating Certificate Number _____ Federal Employer ID Number (FEIN) _____ NYS Charities Registration Number _____

Authorized Contact Person First Name _____ Last Name _____

Contact Title _____

Facility Address _____ City _____ NY Zip _____

Phone _____ Fax _____ Email _____

Eligibility Category

Indicate for which of the following categories the applicant qualifies:

- ☐ **Public Hospital defined as a general hospital operated by a county or municipality, but not by a public benefit corporation**
- ☐ **Federally Designated Critical Access Hospital (CAH)**
- ☐ **Federally Designated Sole Community Hospital (SCH)**
- ☐ **Safety Net Hospital defined as meeting at least one of the following two (2) requirements:**
  - ☐ Medicaid, Uninsured or Medicaid Dual eligible patients comprise at least 35% of all outpatient visits **and** Medicaid, Uninsured or Medicaid Dual eligible patients comprise at least 30% of all inpatient discharges.
  - ☐ Provided services to at least 30% of the Medicaid, Uninsured or Medicaid Dual eligible population residing in the target county or counties for the 12 month reporting period indicated below.

Fill in the end date for the most recent reporting year for which you submitted cost reporting data to the New York State Department of Health and on which your eligibility statement and application are based:

Month	Year
	2012
	2013
	2014

Certification to be signed by the Hospital Board Chair or Secretary:

I hereby affirm that I have reviewed all material submitted as part of this application and that these documents contain accurate information to the best of my knowledge. I certify that the applicant hospital is in compliance with sections 405.2, 610.3 and 610.4 of Title 10 of NYCRR. Additionally, on behalf of the applicant hospital, I commit to participate with other entities in the development of a proposal for funds under the Delivery System Reform Incentive Payment (DSRIP) program that would require that applicants become participants in a system of integrated services delivery.

_____ _____

Notarized Signature **Date**

_____

Printed Name

Title

New York State Department of Health

INTERIM ACCESS ASSURANCE FUND (IAAF) APPLICATION

Financial Information and Justification

Amount of funding requested, and supported by attached budget, to maintain operations through March 31, 2015. Funding may not be used for capital projects, retirement of debt, consultants or program expansion.	**$**

Submit *all* of the following:

- Project Narrative (see below)
- Latest Full Audited Financial Statements
- Latest Internal Balance Sheet, Income Statement, and Statement of Cash Flow
- 2013 Breakdown of Utilization (Inpatient and Outpatient by payer and service line, as applicable)
- April 1, 2014 – March 31, 2015 Budget by Month (form attached)
- April 1, 2014 – March 31, 2015 Monthly Utilization Projections

Certification to be signed by the Chief Financial Officer or equivalent

I hereby affirm that the hospital applicant has available resources of less than 15 days cash and/or equivalents, that I have reviewed all financial documents submitted as part of this application, and that these documents are accurate to the best of my knowledge.

Notarized Signature **Date**

Printed Name

Title

Project Narrative (Not to exceed 5 pages, in 12-point font or larger)

Describe the applicant's overall financial status, scope of services and service model. This should include background and projections of the applicant's finances, level of financial need to maintain vital operations, the justification for the amount of funds requested through March 2015 and the consequences of not receiving the requested funds, and other sources and amounts of financial assistance the applicant can pursue, including but not limited to corporate parents and affiliated entities. Include a list of foundations, referral arrangements, shared service agreements, and active or passive corporate relationships. This project narrative should also include a description of the geographic area and population served and of the need for services provided by the applicant. (Narrative may be attached and may not exceed 5 pages).

Instructions for

Interim Access Assurance Fund (IAAF) Application for Safety Net Hospitals

Submission: Applications are to be submitted electronically. Applicants should submit their Word and Excel application documents directly to iaaf@health.state.ny.us. Pages requiring signatures and notarization may be scanned.

For applicants that currently meet the eligibility criteria stated in this announcement, applications must be received no later than **3:00 p.m.** on **May 30, 2014**.

Applicant Information and Eligibility

Name of Operator: This should be the name of the corporate entity that is the operator of the hospital as it appears on the facility's operating certificate.

Eligibility Category – Most Recent Reporting Year: This should be the end date for the 12-month period preceding the most recently submitted cost report, (e.g. December 31, 2012; March 31, 2013; June 30, 2013; December 31, 2013, etc.).

Project Narrative[1]

Justification for Funds Requested: Describe in specific terms the current financial status of the facility, including projections through March 31, 2015. Describe in specific terms all activities to be supported by requested funding and the basis for the amounts shown in the individual line items. Describe also how the overall request is critical to the continued operation of the facility, including the specific consequences if the requested funds are not approved.

Area Served: The area served by the applicant should be described in defined terms, such as Zip codes, Census tracts, or county or municipal boundaries, rather than imprecise designations such as "neighborhood" or "market area."

Need for Services: This should include demographic and health status information for the population served by the facility and information on the availability (or lack thereof) of other health care services in the area. The applicant's services and utilization should be described in terms of such factors as visits, admissions, occupancy rates, payer mix and other measurable indicators.

Affiliations: Applicants should describe any affiliations with other facilities—such as foundations, referral arrangements, shared service agreements, or active or passive

[1] Not to exceed five pages, in 12-point font or larger. Information in pages beyond the five maximum will not be reviewed.

corporate relationships—that may bear on their capacity to participate in DSRIP-supported partnerships and integrated services delivery systems if sustained by IAAF support in the interim.

Proprietary Information and FOIL

In submitting IAAF applications, hospitals may request that proprietary information in the submitted document be exempt from disclosure under the New York State Freedom of Information Law (FOIL). All such requests are reviewed on a case-by-case basis, if and when a FOIL request is received for the particular application. In those instances, the Department reaches out to the applicant to afford them the opportunity to state what is proprietary in the application and why. The applicant's response is then reviewed by the Department's legal staff and a determination made as to whether the information is exempt from disclosure.

Announcement of

Availability of Funding

INTERIM ACCESS ASSURANCE FUND (IAAF) FOR LARGE PUBLIC HOSPITALS

ISSUED BY THE

NEW YORK STATE DEPARTMENT OF HEALTH

Applications Due: **May 30, 2014, by 3 p.m.**

CONTACT PERSON: Christopher Delker, Director
Division of Planning and Licensure
Center for Health Care Facility Planning, Licensure and Finance
OPCHSM
iaaf@health.state.ny.us

OVERVIEW

Funds made available through the Interim Access Assurance Fund (IAAF) Funds are intended to preserve health care services essential to the low income communities being served by these providers as they develop integrated Provider Performance Systems (PPS) that will meet the goals of and be supported by the Delivery System Reform Incentive Program (DSRIP). The IAAF is authorized as a separate funding structure to support the achievement of DSRIP goals. It is part of the DSRIP overall funding.

PURPOSE

Funds in the amount of up to $250 million are made available under this announcement to assist the eligible public hospitals to sustain and expand critical services to their communities through March 31, 2015, at which time DSRIP funds are expected to be made available. Emphasis is placed on services to Medicaid recipients and the uninsured who have historically faced challenges accessing quality health care services, including primary care and behavioral health services.

Funds will be awarded to preserve, sustain, and possibly strengthen or expand services that are critical to the applicant's community but that are threatened by financial constraints. These include existing services that are currently provided by the applicant or other providers in their service area that are languishing or potentially being abandoned due to lack of funding. Emphasis is placed on projects responsive to the needs of Medicaid beneficiaries and the uninsured. During the funding period, awarded applicants will be expected to prepare for submission of their DSRIP proposals by developing integrated systems with other partners that will a) provide all services essential to their communities, as identified by a need analysis, and b) ensure quality, coordinated care throughout the service continuum.

The State will work with each public hospital to ensure that the non-Federal share of IGT funding is sufficient to achieve IAAF-awarded Federal funding.

ELIGIBLE APPLICANTS

Eligible organizations for funding under this solicitation are:

- New York City Health and Hospitals Corporation (HHC) on behalf of hospitals in its system, the State University of New York (SUNY) on behalf of Medical Centers in its system, Erie County Medical Center, Westchester Medical Center and Nassau Health Care Corporation.

Eligible applicants must commit to applying for DSRIP funding for continuation of their projects. These public hospital systems are expected to lead a PPS in applying for DSRIP funding under the Public Hospital Transformation Fund.

ELIGIBLE COSTS

Eligible for payment under this program are costs directly related to the operation of the project, including but not limited to:

- Personnel (salaries, wages, benefits)
- Supplies and non-capital equipment
- Utilities
- Administrative services
- Communications
- Record keeping, data collection and information processing.

EXCLUDED COSTS

- Capital expenditures, including but not limited to:
  - Construction
  - Renovation
  - Acquisition of capital equipment, including major medical equipment.
- Consultant Fees
- Retirement of long term debt.

AWARDS

Applications submitted by any organization other than those listed above will not be considered. Applications submitted by any individual HHC hospital or any individual SUNY Medical Center will not be considered.

Awards under this solicitation will be made based on applicant eligibility and the Department's analysis of how well the application meets the goals of the program. In general, applicants will be directed to identify in their submissions information such as:

- those services and projects that are currently being administered whose continuation through March 31, 2015 is threatened due to financial issues, for which the applicant is seeking funding support;
- a description of the impact of the service or project on access to services by, and the health of, Medicaid beneficiaries or the uninsured;
- the impact on its community's access and health of losing the service or project;
- the applicant's plan for sustaining and improving service access and delivery, including entering into or strengthening partnerships with other community providers, including primary care providers and other community providers at risk financially, to ensure access, quality, coordination, and provider stability;

- financial projections for carrying out the plan and sustaining the targeted services or projects.

The Department, after its review of individual applications and the aggregate amount of requested funds, may award an amount to an applicant that is lower than the applicant's requested funding. Successful applicants will be subject to monthly Department monitoring of financial status and progress towards a defined financial stability work plan and with the commitment of participation in future project design and DSRIP transformation proposals. Monthly award payments will be based on the applicant's actual monthly financial performance during the period and the reasonable cash amount needed to sustain operations for the following month. Therefore, ultimate payments may differ from the initial award.

REVIEW PROCESS

Each application will be reviewed by DOH staff with expertise in health care service delivery, health care finance, public health, and reimbursement. Once eligibility for funding is confirmed, each applicant's current and projected financial status relevant to sustaining the target programs, proposed use of funds to maintain services responsive to the needs of the low income communities it serves, anticipated impact of the loss of such services, and operational transformation plan will be reviewed in determining whether the applicant will be awarded funds, and the amount of the award. During the review period, DOH staff may communicate with an individual applicant to seek clarification of information, for the purpose of determining eligible resource need and making the final award determination.

If, after making a final determination of eligible funding need for each applicant, the aggregate funding request exceeds $250 million, DOH will apply a commensurate reduction to all awards such that the total amount awarded totals $250 million, the maximum amount available.

PAYMENT PROCESS

Payments to awardees will be made on a monthly basis through the payment mechanism for payment of Medicaid adjustments. Monthly payments will depend on the recipient's monthly financial and activity reports, which include actual revenues and expenses for the prior month, projected cash need for the current and the coming month, and progress achieved toward reaching goals agreed upon with the Department.

NEW YORK STATE DEPARTMENT OF HEALTH
INTERIM ACCESS ASSURANCE FUND (IAAF) APPLICATION FOR
LARGE PUBLIC HOSPITALS
AND
SUNY MEDICAL CENTERS

The 1115 Waiver provides funding for the IAAF program. This application is for IAAF funding, which ends March 31, 2015.

Applicant Information

☐ Erie County Medical Center
☐ Health and Hospitals Corporation
☐ SUNY Medical Center
☐ Nassau University Medical Center
☐ Westchester Medical Center

Authorized Contact Person First Name _____ Last Name _____

Contact Title _____

Facility Address _____ City _____ NY Zip _____

Phone _____ Fax _____ Email _____

Reporting Timeframe

Fill in the end date for the most recent reporting year for which you submitted cost reporting data to the New York State Department of Health and on which your eligibility statement and application are based:

Month	Year
	2012
	2013
	2014

Certification to be signed by the Hospital/System Board Chair or Secretary:

I hereby affirm that I have reviewed all material submitted as part of this application and that these documents contain accurate information to the best of my knowledge. I certify that the applicant hospital is in compliance with sections 405.2, 610.3 and 610.4 of Title 10 of NYCRR. Additionally, on behalf of the applicant hospital, I commit to participate with other entities in the development of a proposal for funds under the Delivery System Reform Incentive Payment (DSRIP) program that would require that applicants become participants in a system of integrated services delivery.

_____ _____
Notarized Signature **Date**

_____
Printed Name

_____
Title

NEW YORK STATE DEPARTMENT OF HEALTH

INTERIM ACCESS ASSURANCE FUND (IAAF) APPLICATION FOR LARGE PUBLIC HOSPITALS AND SUNY MEDICAL CENTERS

Financial Information and Justification

Amount of funding requested, and supported by attached budget, to maintain operations through March 31, 2015. Funding may not be used for capital projects, retirement of debt, consultants or program expansion. **$**

Submit *all* of the following: (HHC and SUNY should submit all requested financial data for their systems as a whole and for each of the hospitals for which they are applying)

- Project Narrative (see below)
- Latest Full Audited Financial Statements
- Latest Internal Balance Sheet, Income Statement, and Statement of Cash Flow
- 2013 Breakdown of Utilization (Inpatient and Outpatient by payer and service line, as applicable)
- April 1, 2014 – March 31, 2015 Budget by Month (form attached)
- April 1, 2014 – March 31, 2015 Monthly Utilization Projections
- Aging Schedule for Accounts Payable
- System (if applicable), Hospital and Project/Initiative Budgets (form attached) with monthly projected grant funding request for each project or initiative for which funding is requested

Certification to be signed by the Chief Financial Officer (or equivalent)

I hereby affirm that I have reviewed all financial documents submitted as part of this application, and that these documents are accurate to the best of my knowledge.

Notarized Signature **Date**

Printed Name

Title

Project Narrative (Not to exceed 15 pages, in 12-point font or larger)

Describe the project or initiative for which funding is requested. The description should address the following points: If the applicant is submitting multiple projects, prioritize the projects and include cost for each project and the associated hospital; how this initiative is responsive to the needs of low income communities being served by the hospital; how community need was determined; how this initiative addresses any gaps in health care services for Medicaid recipients and uninsured, how this initiative enhances access to health care for Medicaid recipients and the uninsured; availability of other provider resources offering similar services; level of financial need to sustain the initiative through March 2015; the consequences of not receiving the requested funds; other sources and amounts of financial assistance the applicant can pursue; how the initiative will be sustained after funding expires; a description of the geographic area and population served. (Narrative may be attached).

Instructions for

Interim Access Assurance Fund (IAAF) Application for Large Public Hospitals and SUNY Medical Centers

Submission: Applications are to be submitted electronically. Applicants should submit their Word and Excel application documents directly to iaaf@health.state.ny.us. Pages requiring signatures and notarization may be scanned.

For applicants that currently meet the eligibility criteria stated in this announcement, applications must be received no later than **3:00 p.m.** on **May 30, 2014**.

Applicant Information

Check the appropriate box to identify the applicant organization.

Reporting Timeframe

Identify the end date for the 12-month period preceding the most recently submitted cost report, (e.g. December 31, 2012; March 31, 2013; June 30, 2013; December 31, 2013, etc.).

Financial Information and Justification

Provide the requested financial information.

Project Narrative[1]

Describe the project or initiative for which funding is requested. The description should address the following points:

- If the applicant oversees multiple hospitals, specify which hospitals will participate;
- Describe the geographic area and population served, how this initiative is responsive to the needs of low-income communities being served by the hospital, and how community need was determined;

[1] Not to exceed 15 pages, in 12-point font or larger. Information beyond the 15-page maximum will not be reviewed.

- Describe how the proposed initiative addresses gaps in health care services for Medicaid recipients and the uninsured and how this initiative enhances access to health care for those groups;
- Describe the availability of other provider resources offering similar services;

- Describe the consequences of not receiving the requested funds;

- Indicate other sources of income the applicant can pursue.

Proprietary Information and FOIL

In submitting IAAF applications, hospitals may request that proprietary information in the submitted document be exempt from disclosure under the New York State Freedom of Information Law (FOIL). All such requests are reviewed on a case-by-case basis, if and when a FOIL request is received for the particular application. In those instances, the Department reaches out to the applicant to afford them the opportunity to state what is proprietary in the application and why. The applicant's response is then reviewed by the Department's legal staff and a determination made as to whether the information is exempt from disclosure.

IAAF Awards for Large Public Hospitals

Facility Name	Awarded
Nassau Health Care Corporation	$ 37,247,218
HHC	$ 152,401,533
SUNY Hospitals- Downstate	$ 20,395,749
SUNY Hospitals - Upstate	$ 15,000,000
SUNY Hospitals- Stony Brook	$ 8,500,000
Erie County Medical Center	$ 8,484,000
Westchester Medical Center	$ 7,971,500
	$ 250,000,000

2.1) Partner Organizations - Contact Information

1					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	(Please select Yes or No)			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
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41					
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42					
Organization Name:					
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Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

46					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

47					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

48					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

49					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

50					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

51					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:			MMIS:	
	Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:	
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

52					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:			MMIS:	
	Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:	
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

53					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:			MMIS:	
	Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:	
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

54					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:			MMIS:	
	Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:	
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

55					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:			MMIS:	
	Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:	
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

56					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:			MMIS:	
	Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:	
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

57					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:			MMIS:	
	Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:	
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

58					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:			MMIS:	
	Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:	
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

59					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:			MMIS:	
	Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:	
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

60					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:			MMIS:	
	Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:	
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

61					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:		MMIS:		
	Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:		
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

62					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:		MMIS:		
	Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:		
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

63					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:		MMIS:		
	Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:		
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

64					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:		MMIS:		
	Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:		
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

65					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:		MMIS:		
	Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:		
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

66					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:		MMIS:		
	Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:		
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

67					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:		MMIS:		
	Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:		
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

68					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:		MMIS:		
	Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:		
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

69					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:		MMIS:		
	Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:		
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

70					
	Organization Name:				
	Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*		
		Address	City	State	Zip Code
	Organization Address:				
	Contact Person:				
	Contact Phone Number:			Extension:	
	Contact Email:				
	Provider Type:	Select One			
	Provider Type - OTHER:		MMIS:		
	Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:		
	NPI #1:				
	NPI #2:				
	Federal Employer ID (FEIN):				

71					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

72					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

73					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

74					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

75					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

76					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

77					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

78					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

79					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

80					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

81					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

82					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

83					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

84					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

85					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

86					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

87					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

88					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

89					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

90					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address	City	State	Zip Code	
Organization Address:					
Contact Person:					
Contact Phone Number:			Extension:		
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:		MMIS:			
Operating Certificate Number (OPCERT):		Billing/Provider Entity ID:			
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

91					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address		City	State	Zip Code
Organization Address:					
Contact Person:					
Contact Phone Number:				Extension:	
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:			MMIS:		
Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:		
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

92					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address		City	State	Zip Code
Organization Address:					
Contact Person:					
Contact Phone Number:				Extension:	
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:			MMIS:		
Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:		
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

93					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address		City	State	Zip Code
Organization Address:					
Contact Person:					
Contact Phone Number:				Extension:	
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:			MMIS:		
Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:		
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

94					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address		City	State	Zip Code
Organization Address:					
Contact Person:					
Contact Phone Number:				Extension:	
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:			MMIS:		
Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:		
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

95					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address		City	State	Zip Code
Organization Address:					
Contact Person:					
Contact Phone Number:				Extension:	
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:			MMIS:		
Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:		
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

96					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address		City	State	Zip Code
Organization Address:					
Contact Person:					
Contact Phone Number:				Extension:	
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:			MMIS:		
Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:		
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

97					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address		City	State	Zip Code
Organization Address:					
Contact Person:					
Contact Phone Number:				Extension:	
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:			MMIS:		
Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:		
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

98					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address		City	State	Zip Code
Organization Address:					
Contact Person:					
Contact Phone Number:				Extension:	
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:			MMIS:		
Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:		
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

99					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address		City	State	Zip Code
Organization Address:					
Contact Person:					
Contact Phone Number:				Extension:	
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:			MMIS:		
Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:		
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

100					
Organization Name:					
Qualified Under Safety Net Definition?	Select One	*(Please select Yes or No)*			
	Address		City	State	Zip Code
Organization Address:					
Contact Person:					
Contact Phone Number:				Extension:	
Contact Email:					
Provider Type:	Select One				
Provider Type - OTHER:			MMIS:		
Operating Certificate Number (OPCERT):			Billing/Provider Entity ID:		
NPI #1:					
NPI #2:					
Federal Employer ID (FEIN):					

State of New York Department of Health

Delivery System Reform Incentive Payment (DSRIP) Program

Project Design Grant Application Instructions

Application due 6/26/2014

There will be no extensions for this application. Any application submitted past the due date will not be considered.

In addition to these instructions, you MUST read through the following documents on the DSRIP website:

- Special Terms and Conditions
- Attachment I
- Attachment J

It is also recommended that you read through the Frequently Asked Questions. Additionally, a Q&A document specifically pertaining to the Design Grant will be posted to the website shortly.

Contents

In addition to these instructions, you MUST read through the following documents on the DSRIP website:

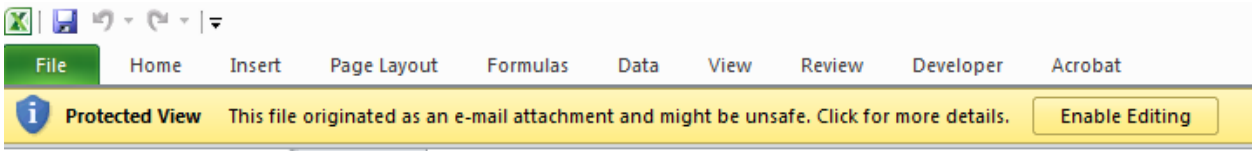
- Special Terms and Conditions
- Attachment I
- Attachment J

It is also recommended that you read through the Frequently Asked Questions. Additionally, a Q&A document specifically pertaining to the Design Grant will be posted to the website shortly.

General Instructions:

There are two versions of this application. "DSRIP Project Design Grant Application Version 1 (2010-13)" is compatible with versions of Microsoft Excel 2010 and 2013. "DSRIP Project Design Grant Application Version 2 (2007)" is compatible with Microsoft Excel 2007. Note: it is still possible to complete the application with a different (previous) version of Excel, however, we **highly recommend that you use version 2007 or higher** since the drop down menus are not compatible with previous versions. If using a version prior to Excel 2007, you must type in your answer exactly as detailed in Appendix D.

- These are the instructions to the DSRIP Design Grant Application. Please read all instructions. If you have further questions, please submit them to BVAPR@health.state.ny.us with "Lead Facility Name – DSRIP Design Grant Application Question" as the subject.
- Please complete your DSRIP Design Grant Application in the provided excel file and submit the completed application to BVAPR@health.state.ny.us with "Lead Facility Name – DSRIP Design Grant Application" by the **due date of 6/26/2014**. There will be no extensions for this application. Any application submitted past the due date will not be considered.
- Only enter information in the shaded grey cells; if information has been entered, the cell will turn white.
- Multiple sections have character limits, so please be concise in your answers. The amount of remaining characters is displayed under or to the right of each limited textbox. This count of characters will be updated after you select another cell. Do **not** provide separate additional information; it will not be considered.
- Instructions to add lines to certain forms and how to use drop down menus are included in Appendices C, D, and E, starting on page 18 of this instruction booklet.
- If you see the following message after opening the excel application form, you must click on the "Enable Editing" button to allow you to fill out your application.



Other Requirements:

- Emerging Preforming Provider Systems (PPS) are encouraged to submit a non-binding letter of intent by May 15, 2014. Further instructions to submit this letter can be found on the **DSRIP website.**
- As noted on page 58 of the DSRIP STCs, providers and coalitions who are awarded a Project Design Grant must submit a DSRIP application. This DSRIP Project Plan Application is due (tentatively) on December 16, 2014. The DSRIP STCs are available on the DSRIP website.

Section 1: Lead Applicant Information and Project Point of Contact

1.1)

- Please enter the requested information in the appropriate boxes.
- The Organization Name should be the **full legal name** of the lead applicant as on file with the licensing agency (DOH, OMH, OASAS, etc.)
- **OPCERT:** For the field marked " Operating Certificate # (Opcert)" you will enter a certain identifying code depending on your designation:
    - DOH: Enter the Operating Certificate Number. This is a seven-digit number, sometimes followed by a letter. For example: Hospitals - 1234567H; Nursing Homes - 1234567N
    - OASAS: Enter the five-digit Program Reporting Unit (PRU) number. Exception: use 99999 if no PRU has been assigned to a program (for example, Special Legislative Grant (MIs)).
    - OMH: Enter the Operating Certificate Number for certified programs and the Facility-Unit code for noncertified programs.
    - OPWDD: Enter the Operating Certificate Number for certified programs. For noncertified programs, use the first four digits of the agency code and the last three digits from the program code. When more than one program/site is assigned to the same program/site identifier, increase the number of the last digit by one. For NYS OPTS (Program Code 0234) use the contract number replacing the starting letter of the contract number with "0" in order to create a seven-digit number.
- **Provider Type:** Select the lead applicant's provider type from the drop-down menu. For applicants who are subsets of provider types, you must select the most specific category applicable to you; for instance, an FQHC **cannot** select their category as D&TC since they **must** choose FQHC. If your provider type is not available from the drop-down, please select "Other" in the drop down and use the text box "Provider Type – Other" to enter in your provider type.
    - **Note:** If you have selected "public hospital" as your provider type, you qualify under the Safety Net Definition and do not need to complete Section 1.3 as there is no "public hospital" selection available from the drop-down menu.
- **MMIS:** The MMIS Provider Number is an eight digit number, frequently starting with 00. If your number starts with a zero (0), insert an apostrophe (') before the number or excel will not recognize the leading zeroes. For example: 12345678, or '00123456
- **Billing Entity ID:** The Medicaid Billing Entity ID begins with "E" and is followed by seven digits. For example: E1234567
- **NPI:** The Billing Provider NPI is ten digits. All applicants are required to enter NPI #1; if available, a second NPI must be given as well.
- **Federal Employer Identification Number (FEIN):** This is a 9 digit number assigned by the Internal Revenue Service to taxpayers who are required to file business tax returns. The format is two digits followed by a dash followed by the remaining seven digits, for example: 12-3456789 or 00-1234567.

1.2)

- Please provide a brief statement as to why and how the lead organization is capable of and qualified to lead the emerging Performing Provider System. This field is limited to 3000 characters (approximately 500 words).
- Possible content: previous experience, unique leadership capabilities, etc.

1.3)

- All information requested in this section is for the **Lead Applicant only**. Based on the lead applicant's provider type (either Hospital or non-hospital based), please fill out the applicable section indicating how you qualify under the Safety Net Definition.
- The full safety net definition can be found in Appendix A of this document as well as on the **DSRIP website.** The website also contains preliminary lists of eligible providers based on data developed by the Office of Health Insurance Programs (OHIP).
- Hospitals must meet one of the three criteria:
    1. The first criterion is based on the Lead Applicant's provider type. If you have selected "public hospital" as your provider type in Section 1.1, you qualify under the Safety Net Definition and **do not need to complete this section** (1.3) as there is no "public hospital" selection available from the drop-down menu; please move on to Section 1.4 – Project Point of Contact. Otherwise, select either the provider type applicable to you or "none of the above". Facility types that pass this test are: public hospitals, critical access hospitals, and sole community providers. If you selected "none of the above", move on to the next test. If you selected your provider type, please move on to Section 1.4 – Project Point of Contact.

    OR

    2. For the second criterion, you must pass both tests A and B. Test A measures the percent of patient volume in outpatient lines of business that are associated with Medicaid, uninsured, and Dual Eligible individuals (35% or more to pass). Test B measures the percent of inpatient discharges associated with Medicaid, uninsured, and Dual Eligible individuals. Use the drop down to indicate whether or not you pass both tests. Provide your respective percentages in the cells to the right. If you passed both tests A and B, move on to Section 1.4 – Project Point of Contact, if not, move on to the third criteria.

    OR

    3. To pass the third criterion, you must serve at least 30 percent of all Medicaid, uninsured, and Dual Eligible members in the proposed county or multi-county community. Indicate whether you pass the test with the drop down menu and provide the requested percentage in the cell to the right.
- Non-hospital based providers must meet one criteria. Use the drop-down to indicate whether you have more than 35 percent of all patient volume in their primary lines of business and must be associated with Medicaid, uninsured and Dual Eligible individuals.

1.4)

- Please enter the primary and secondary contact people for this application.
- At least one of the project points of contact must be from the lead applicant
- Only one contact phone number can be entered per contact. Please input only the ten digits; they will be auto-formatted to (XXX)XXX-XXXX. The extension, if applicable, should be entered in the cell to the right.

Section 2: Partner Organizations – Contact Information

2.1)

- For each proposed Partner Organization, please list the requested information beginning with the Partner Organization #1 in the upper left hand corner, continuing in numerical order. If you have more than 100 partner organizations, please send an email to BVAPR@health.state.ny.us with "DSRIP – Lead Facility Name" in the subject.
- The Organization Name should be the **full legal name** of the partner applicant as on file with the licensing agency (DOH, OMH, OASAS, etc.)
- Make the appropriate selection for whether the partner organization is qualified as a safety net provider. Please note that providers that do not meet the safety net definition can still be considered as part of an emerging Performing Provider System; however, their portion of the award must be less than 5% of the total award. More information about this can be found in the DSRIP STCs, and Attachment I on the website.
- Please enter the partner organization's address, contact name, phone number, and email. Only one contact phone number can be entered per contact. Please input only the ten digits; they will be auto-formatted to (XXX)XXX-XXXX. The extension, if applicable, should be entered in the cell to the right.
- Select the partner organization's provider type from the drop-down menu. For applicants who are subsets of provider types, you must select the most specific category applicable to you; for instance, an FQHC **cannot** select their category as D&TC since they **must** choose FQHC. . If your provider type is not available from the drop-down, please select "Other" in the drop down and use the text box "Provider Type – Other" to enter in your provider type.
- **OPCERT:** For the field marked " Operating Certificate # (Opcert)" you will enter a certain identifying code depending on your designation:
    - DOH: Enter the Operating Certificate Number. This is a seven-digit number, sometimes followed by a letter. For example: Hospitals - 1234567H; Nursing Homes - 1234567N
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same program/site identifier, increase the number of the last digit by one. For NYS OPTS (Program Code 0234) use the contract number replacing the starting letter of the contract number with "0" in order to create a seven-digit number.

- **MMIS:** The MMIS Provider Number is an eight digit number, frequently starting with 00. If your number starts with a zero (0), insert an apostrophe (') before the number or excel will not recognize the leading zeroes. For example: 12345678, or '00123456
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- **Federal Employer Identification Number (FEIN):** This is a 9 digit number assigned by the Internal Revenue Service to taxpayers who are required to file business tax returns. The format is two digits followed by a dash followed by the remaining seven digits, for example: 12-3456789 or 00-1234567.

Section 3: Partner Organizations and Service Area

Please answer these sections based on the proposed service area for the whole emerging Performing Provider System.

3.1)

- Please use the drop down menu to indicate whether you expect to need any regulations waived to accomplish the DSRIP partnerships within your emerging Performing Provider System. Potential answers include "Yes", "No", and "Not Sure".
- If you selected "Yes," please provide an explanation. If you responded "Not Sure", you may choose to add an explanation. This explanation is limited to 2000 characters (approx. 330 words).

3.2)

Please provide a brief overview describing your emerging Performing Provider System's proposed service area. Include a general overview of the area, its geographic location, notable characteristics specific to the region or population, and any other pertinent information. This section is limited to 3000 characters (approx. 500 words).

3.3)

Indicate all of the counties within your emerging Performing Provider System's proposed service area by either typing in an "x" or selecting the "x" from the drop-down menu. To clear an "x", select the cell and hit backspace then enter.

Section 4: Project Program Overview and Description

Questions 4.1 – 4.3

An emerging Performing Provider System must select a total of at least five, but no more than ten projects under all three domains. A full listing of these projects can be found in Appendix B.

Additional useful information about these projects can be found in Appendix G: DSRIP Project Toolkit, which is also found on the website.

After you have selected the projects, please use the text box underneath each to provide the reasoning why your emerging Performing Provider System has selected the chosen projects from each Domain. These descriptions are limited to 4000 characters each (approx. 650 words).

4.1)

In Domain 2, you must choose at least two and at most four projects. The first project must come from sub list A. The second project must be from either sub list B or C. The remaining two optional projects can be selected from sub list A, B, or C.

4.2)

In Domain 3, you must choose at least two and at most four projects. The first project must come from sub list A. The second project and the two remaining optional projects can be selected from any of the sub lists in Domain 3.

4.3)

In Domain 4, you must select at least one and at most two projects. The first project and the second optional project can be selected from sub list A, B, C, or D.

Questions 4.4 – 4.6

Please provide an explanation for each of the requested items. Each section is limited to 3000 characters (approx. 500 words).

4.4)

Provide a brief executive summary of your emerging Performing Provider System's **vision** and **goals** and how your emerging Performing Provider System hopes to sustain these achievements beyond your DSRIP program timeframe.

4.5)

Why does your emerging Performing Provider System, as a whole, feel uniquely qualified to participate in DSRIP and serve the area you have proposed?

4.6)

What specific challenges does your emerging Performing Provider System foresee that could hinder the implementation of its DSRIP plan?

Section 5: Community Needs Assessment

Each of the following requested narratives is limited to 5000 characters (approx. 800 words). Cells will auto-expand as the text is entered; you may also resize the row height. It is also possible to copy and paste content from a Word document.

5.1) Planning and Organizing:

Describe how your emerging Performing Provider System will plan and organize the community needs assessment. Several examples of activities that you may want to describe are: establishing a committee, gathering preliminary information, setting goals/objectives, etc.

5.2) Needs Assessment Methodology:

Identify and briefly describe how you will determine the methodology to assess the community's needs. Examples of activities in this section include defining the community, identifying types of measurements to be used, development and creation of survey, etc.

5.3) Data Collection:

Identify and briefly describe how you will collect the data for your community needs assessment. Examples include: use of focus groups, method of data collection, administration of survey, etc.

5.4) Reporting:

Describe how your emerging Performing Provider System plans to interpret and summarize data and communicate the findings to the appropriate parties.

5.5) Stakeholder Engagement:

Describe how your emerging Performing Provider System plans to engage the various key community stakeholders in the development of your DSRIP Project Plan. For the purpose of the Community Needs Assessment, stakeholders should not be Performing Provider System partner organizations, but more so community based organizations. Examples include, but are not limited to, regional health planning organizations, community advocacy groups, religious organizations, and schools.

Section 6: List of Vendors

6.1)

- Applicants must list the contact information for any vendor(s) they plan to hire in relation to the DSRIP program. The state maintains the right to approve any vendor used in the DSRIP program.
- For each proposed vendor, please list the requested information, beginning with Vendor #1 in the upper left-hand corner, continuing in numerical order.
- The vendor's full legal name should be entered in the "Organization Name" box
- Please enter the vendor organization's address, contact name, phone number, and email. Only one contact phone number can be entered per contact. Please input only the ten digits; they will be auto-formatted to (XXX)XXX-XXXX. The extension, if applicable, should be entered in the cell to the right.
- In the text box below the contact information, briefly describe how they will assist in planning and the vendor's qualifications to perform the stated tasks. This field is limited to 1000 characters (approx. 160 words).

- If you have more than six vendors, please send an email to BVAPR@health.state.ny.us with "DSRIP – Lead Facility Name" in the subject.

Section 7: Design Grant Timeline

7.1)

- Please provide a timeline of your planning process. This timeline should cover major actions, decisions, and milestones in creating a DSRIP Project Plan Application; be sure to include major items related to engaging stakeholders and the community needs assessment (see the chart below).
    - In the "Timing" column, please indicate when the action is planned to occur. Dates can be either be selected using the drop down menu or manually entered. If entering dates manually, please use the format of Month/Day/Year for the date. Also be sure to include the / or the date will not input properly.
    - The acceptable range of dates is from April 14 2014 – March 31, 2015, however, it is expected that certain deliverables such as the community needs assessment and the stakeholder engagement plan are completed before the DSRIP Project Plan Application is due (tentatively) on December 16 2014.
    - In the middle column, please indicate whether the item is an action, decision, or milestone.
    - The third column should contain a description of the action, decision, or milestone. This field is limited to 1200 characters (approx. 200 words).
- To add additional lines, see Appendix E on page 21.
- Elements that are required for the full DSRIP application should be reflected in your Timeline. More information about these elements can be found in the STCs and Attachments I and J on the DSRIP website. Additionally, be sure to include the following items:

Item	Action/Decision/Milestone
Major activities and milestones from your Community Needs Assessment	Various
Major activities planned to engage stakeholders	Various
Deliverables / milestones in planning of specific projects	Various
Completed DSRIP application	Milestone

Section 8: Data Request

Please identify any additional data that would be helpful in completing the DSRIP Project Plan. The state has provided a series of Data Workbooks on the website for this purpose. (Section called "DSRIP Performance Data") More information can also be found in the PowerPoint (slides 87-92).

8.1)

- Please identify the information that you are requesting in the first column (type of data) and provide an explanation of what the data is and how it could be useful in the second column.
- The explanation column is limited to 1500 characters (approx. 250 words).
- To add additional lines, please see Appendix E on page 21.

Section 9: Design Grant Budget

9.1)

- Please fill out the DSRIP Planning Grant Budget template
- Please only include direct expenses related to developing your DSRIP Project Plan application.
- There are several headings with categories of costs identified. Provide your estimates in the cells to the right. If you have additional categories, you may add them beneath the appropriate heading. You may also enter up to two of your own headings and enter additional categories under them.

9.2)

Use the drop-down menu to indicate whether your emerging Performing Provider System anticipates needing capital funding to achieve the goals of your DSRIP Project Plan; potential answers are "yes", "maybe", and "no". If you indicate "yes" or "maybe", please provide a rough estimate of the total amount you would be applying for. Also, if you have indicated "yes" or "maybe" for this section, please complete sections 9.3 and 9.4 as well.

9.3)

Please use the grid to state which types of costs the capital funds would be utilized for (e.g. construction, renovation) as well as approximately how much funding would be needed for each potential category.

9.4)

Please describe which DSRIP projects these capital funds would be applied to and how the capital funds will help the emerging Performing Provider System achieve its project specific DSRIP objectives. This explanation is limited to 3500 characters (approx. 550 words)

Section 10: Project Advisory Committee

The Project Advisory Committee (PAC) serves as an advisory entity within the PPS that offers recommendations and feedback on PPS initiatives. The PAC should be involved in the various facets of developing a PPS' DSRIP Project Plan and then engaged in the implementation and oversight of the Project Plan. PAC meetings/conference calls serve as a forum to share and review proposals as well as discuss ideas that will affect the PPS and its workforce. PACs may choose to form sub-committees around various project or issues, but sub-committees should attempt to maintain their

representativeness of the PAC stakeholders. PACs should meet no less than once a month during the DSRIP planning phase and no less than once a quarter during the implementation phase.

While there is no set minimum/maximum number regarding PAC members, the State understands that it may become impracticable to require larger emerging PPS to have all the partner, union and worker representatives included in the PAC, while expect the committee to be efficient and effective.

- For an emerging PPS with less than 20 partnering organizations, the organizational, partner and/or worker representatives should be included for each participating organization.
- For an emerging PPS with over 20 partnering organizations, qualifying emerging PPS may propose an alternative PAC committee structure that will allow for a leaner committee, as long as the proposed structure is still representative of all key parties within the PPS. Any alternative proposal must be approved by the state during the DSRIP Design Grant application process.

The composition of the PAC is expected to change as the partner organization list is developed and finalized; an updated list of PAC representatives may be a required as a future deliverable.

Unless an alternative structure is being proposed, PAC Representatives should be determined using the following process:

1. Organizational representatives:
    a. Emerging PPS partners with more than 50 employees are required to have an organizational (managerial) representative participate in the PAC.
    b. Emerging PPS partners with less than 50 employees have the option of selecting an organizational (managerial) representative to participate in the PAC.
2. Worker representatives:
    a. Partner organizations that are not unionized and have over 50 employees must develop a process to elect a worker (non-managerial employee) representative to participate in the PAC.
    b. For non-unionized partner organizations with less than 50 employees, the employees have the option of electing a worker (non-managerial employee) representative to participate in the PAC if they so choose.
3. Union Representatives:
    a. Partner organizations that are unionized and have over 50 employees must designate a union representative to participate in the PAC. If a particular union represents workers from multiple emerging PPS partners, one representative from that union is sufficient to satisfy PAC requirements.
    b. For unionized partner organizations with less than 50 employees, the union has the option of designating a union representative to participate in the PAC if they so choose.

10.1)

Describe how the Project Advisory Committee will assist the emerging Performing Provider System in the development of its DSRIP Project Plan. This section is limited to 4500 characters (approx. 750 words).

Questions 10.2 & 10.3 are in regards to flexibility in the PAC

10.2)

Use the drop-down menu to indicate if your emerging Performing Provider System (PPS) is proposing an alternative structure for your Project Advisory Committee (PAC). In order to qualify to propose an alternative structure for your PAC, your emerging PPS must contain more than 20 partnering organizations. To answer this question, use the drop down menu to select a "Yes" or "No". If you answer "Yes", please answer question 10.3. If you selected "No", then please skip question 10.3 and continue to answer question 10.4.

10.3)

This question should only be filled out if you had answered a "Yes" in question 10.2. Provide an explanation for how:

- Your PAC will be structured
- Your PAC members were selected
- The composition of your PAC is representative of the PPS entities and workforce

Keep in mind that the proposed alternative structure must still represent all key parties (Partner Organization representatives, Union representatives, and worker representatives) within the PPS. Any alternative proposal must be approved by the state during the DSRIP design grant application process. This section is limited to 5000 characters (approx. 800 words).

10.4)

- List the proposed worker representatives, union representatives, and PPS partner representatives that will be part of the emerging PPS' Project Advisory Committee.
    - Under column 1, list the proposed member's first name and last name separated by a space.
    - In column 2, select the appropriate classification as to whether the person is a union representative, worker representative, or partner organization representative.
    - In column 3, enter the name of the partner organization that they are representing; these organization names should match those entered in Section 2.
    - If you indicated in column 2 that the representative is a union representative, please provide the name of the union in column 4.
- To add additional lines, see Appendix E on page 21.

Saving and Submitting:

Save your application Excel file as the lead facility's legal name followed by an underscore followed by their operating certificate number or other unique identifier: "Lead_facility_name_opcert#" The name and opcert (or other unique identifier) should match those entered into the lead applicant information in Section 1. For example, "The_Hospital_1234567H"

Please submit the completed excel file to BVAPR@health.state.ny.us with a subject heading of "Lead Facility Name – DSRIP Project Design Grant" **by 6/26/2014**. There will be no extensions for this application. Any application submitted past the due date will not be considered.

Appendix A: Safety Net Definition/Performing Provider System/DSRIP Funding Pools

Safety Net Definition:

The definition of safety net provider for hospitals will be based on the environment in which the performing provider system operates. Below is the safety net definition:

a) A hospital must meet the following criteria to participate in a performing provider system:
   i. Must be either a public hospital, Critical Access Hospital or Sole Community Hospital, or:
   ii. Must pass two tests:
      a) At least 35 percent of all patient volume in their outpatient lines of business must be associated with Medicaid, uninsured and Dual Eligible individuals.
      b) At least 30 percent of inpatient treatment must be associated with Medicaid, uninsured and Dual Eligible individuals; or
   iii. Must serve at least 30 percent of all Medicaid, uninsured and Dual Eligible members in the proposed county or multi-county community. The state will use Medicaid claims and encounter data as well as other sources to verify this claim. The state reserves the right to increase this percentage on a case by case basis so as to ensure that the needs of each community's Medicaid members are met.

b) Non-hospital based providers, not participating as part of a state-designated health home, must have at least 35 percent of all patient volume in their primary lines of business and must be associated with Medicaid, uninsured and Dual Eligible individuals.

c) Vital Access Provider Exception: The state will consider exceptions to the safety net definition on a case-by-case basis if it is deemed in the best interest of Medicaid members. Any exceptions that are considered must be approved by CMS and must be posted for public comment 30 days prior to application approval. Three allowed reasons for granting an exception are:
   i. A community will not be served without granting the exception because no other eligible provider is willing or capable of serving the community.
   ii. Any hospital is uniquely qualified to serve based on services provided, financial viability, relationships within the community, and/or clear track record of success in reducing avoidable hospital use. Any state-designated health home or group of health homes.

d) Non-qualifying providers can participate in Performing Providers Systems. However, non-qualifying providers are eligible to receive DSRIP payments totaling no more than 5 percent of a project's total valuation. CMS can approve payments above this amount if it is deemed in the best interest of Medicaid members attributed to the Performing Provider System.

Performing Provider Systems:

The safety net providers that are funded to participate in a DSRIP project are called "Performing Provider Systems." Performing Provider Systems that complete project milestones and measures as specified in Attachment J, "DSRIP Strategies Menu and Metrics", are the only entities that are eligible to receive DSRIP incentive payments.

DSRIP Funding Pools:

Performing Provider Systems will be able to apply for funding from one of two DSRIP pools: Public Hospital Transformation Fund and Safety Net Performance Provider System Transformation Fund.

a) The Public Hospital Transformation Fund will be open to applicants led by a major public hospital system. The public hospital systems allowed to participate in this pool include:
    i. Health and Hospitals Corporation of New York City
    ii. State University of New York Medical Centers
    iii. Nassau University Medical Center
    iv. Westchester County Medical Center
    v. Erie County Medical Center
b) The Safety Net Performance Provider System Transformation Fund would be available to all other DSRIP eligible providers.
c) Allocation of funds between the two pools will be determined after applications have been submitted, based on the valuation of applications submitted to each pool. The valuation framework is described in STC 9 of this section and will be further specified in the Program Funding and Mechanics Protocol.
d) There is also a Performance Pool within the two DSRIP pools, as described in the Program Funding and Mechanics Protocol (Attachment I).

Appendix B: Domains and Projects

Domain 2 System Transformation Projects

2A: Create Integrated Delivery Systems (required)

2.A.I Create Integrated Delivery Systems that are focused on Evidence Based Medicine / Population Health Management.

2.A.II Increase certification of primary care practitioners with PCMH certification and/or Advanced Primary Care Models (as developed under the New York State Health Innovation Plan (SHIP))

2.A.III Health Home At-Risk Intervention Program –Proactive management of higher risk patients not currently eligible for Health Homes through access to high quality primary care and support services

2.A.IV Create a medical village using existing hospital infrastructure

2.A.V Create a medical village/ alternative housing using existing nursing home

2B: Implementation of care coordination and transitional care programs

2.B.I Ambulatory ICUs

2.B.II Development of co-located primary care services in the emergency department (ED)

2.B.III ED care triage for at-risk populations

2.B.IV Care transitions intervention model to reduce 30 day readmissions for chronic health conditions

2.B.V Care transitions intervention for skilled nursing facility residents

2.B.VI Transitional supportive housing services

2.B.VII Implementing the INTERACT project (inpatient transfer avoidance program for SNF)

2.B.VIII Hospital-Home Care Collaboration Solutions

2.B.IX Implementation of observational programs in hospitals

2C: Connecting System

2.C.I Development of community-based health navigation services

2.C.II Expand usage of telemedicine in underserved areas to provide access to otherwise scarce services.

Domain 3 Clinical Improvement Projects

3A: Behavioral Health (Required)

3.A.I Integration of primary care services and behavioral health

3.A.II Behavioral health community crisis stabilization services

3.A.III Implementation of evidence based medication adherence program (MAP) in community based sites for behavioral health medication compliance

3.A.IV Development of withdrawal management (ambulatory detoxification) capabilities within communities

3.A.V Behavioral Interventions Paradigm in Nursing Homes (BIPNH

3B: Cardiovascular Health

3.B.I Evidence based strategies for disease management in high risk/affected populations (adult only)

3.B.II Implementation of evidence-based strategies in the community to address chronic disease -- primary and secondary prevention projects (adult only)

3C: Diabetes Care

3.C.I Evidence-based strategies for disease management in high risk/affected populations (adults only)

3.C.II Implementation of evidence-based strategies in the community to address chronic disease – primary and secondary prevention projects (adults only)

3D: Asthma

3.D.I Development of evidence-based medication adherence programs (MAP) in community settings –asthma medication

3.D.II Expansion of asthma home-based self-management program

3.D.III Evidence based medicine guidelines for asthma management

3E: HIV

3.E.I Comprehensive Strategy to decrease HIV/AIDS transmission to reduce avoidable hospitalizations – development of a Center of Excellence for management of HIV/AIDS

3F: Perinatal

3.F.I Increase support programs for maternal & child health (including high risk pregnancies) (Example: Nurse-Family Partnership)

3G: Palliative Care

3.G.I IHI "Conversation Ready" model

3.G.II Integration of palliative care into medical homes

3.G.III Integration of palliative care into nursing homes

3H: Renal Care

3.H.I Specialized Medical Home from Chronic Renal Failure

Domain 4 Population-Wide Projects

4A: Promote Mental Health and Prevent Substance Abuse (MHSA)

4.A.I Promote mental, emotional and behavioral (MEB) well-being in communities

4.A.II Prevent Substance Abuse and other Mental Emotional Behavioral Disorders

4.A.III Strengthen Mental Health and Substance Abuse Infrastructure across Systems

4B: Prevent Chronic Diseases

4.B.I Promote tobacco use cessation, especially among low SES populations and those with poor mental health

4.B.II Increase Access to High Quality Chronic Disease Preventive Care and Management in Both Clinical and Community Settings (Note: This project targets chronic diseases that are not included in domain 3.b., such as cancer)

4C: Prevent HIV and STD's

4.C.I Decrease HIV morbidity
4.C.II Increase early access to, and retention in, HIV care
4.C.III Decrease STD morbidity
4.C.IV Decrease HIV and STD disparities

4D: Promote Healthy Women, Infants and Children

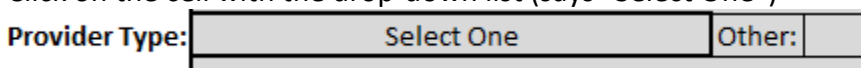
4.D.I Reduce premature births

This information is also located in the MRT Waiver Amendment presentation (April 14, 2014), as well as on Attachment J on pages 3-6.

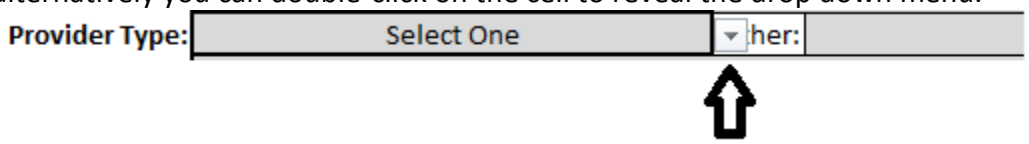
To find both of these attachments, please use this link.

Appendix C: Drop Down Menu Instructions

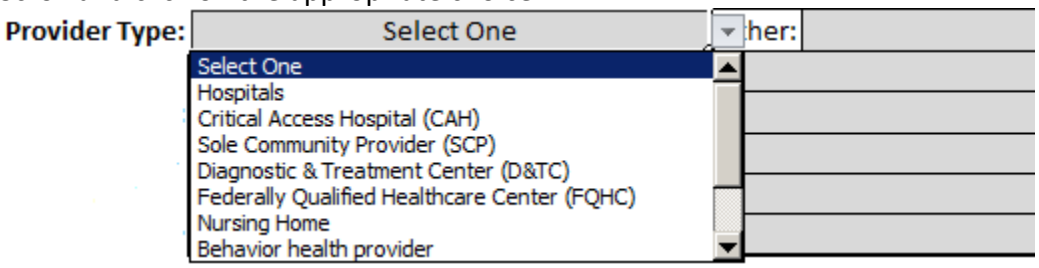
- This application contains multiple drop-down fields where you must make a selection from a predetermined list. To do so, please follow these instructions:
    1. Click on the cell with the drop-down list (says "Select One")



    2. To the right of the cell pops up a little gray downwards arrow – click on it; alternatively you can double-click on the cell to reveal the drop down menu.



    3. Scroll and click on the appropriate choice.



    4. If the drop down menus are not displaying properly, it is still possible to complete the application; please see Appendix D.

Appendix D: Drop Down Menu Listing

If for some reason that drop down menus are not appearing on your screen as seen in the instructions, you can still manually type in the word in the cells, as long as you spell the exact appropriate word **(Exact spelling and spacing are crucial!!)**.

In this section, you will have the exact words and spelling of what can be allowed to type in the cells that have a drop down menu.

Section 1: Lead Applicant Information

1.1) (Same drop down used in Section 2 for Partner Organization Contact Information):

Public Hospital
Voluntary Hospital (Non CAH, Non Sole Community Provider)
Critical Access Hospital (CAH)
Sole Community Provider (SCP)
Diagnostic & Treatment Center (Non FQHC)
Federally Qualified Healthcare Center (FQHC)
Nursing Home
Certified Home Health Agency
Skilled Nursing Facility
Assisted Living Facility
Long Term Home Health Care Provider
OMH (Article 31) Provider
OASIS (Article 32) Provider
OPWDD (Article 16) provider
Other

1.3)

Under the "Hospitals" section -

#1
Critical Access Hospital
Sole Community Hospital
Health and Hospitals Corporation of New York City
State University of New York Medical Centers
Nassau University Medical Center
Westchester County Medical Center
Erie County Medical Center
None of the above

#2 and #3
Yes
No

Under "Non-Hospital based providers" section -

Yes
No

Section 3: Partner Organizations and Service Area

3.1)

Yes
No
Not Sure

Section 4: Project Description

All drop down menus in this page for selecting the projects under the Domains will have to be typed in a certain format: **Number.Letter.Roman Numeral** (Example: 2.A.IV OR 3.B.I)

** Please see Appendix B for details of all the Domains and project types.

Section 7: Timeline

Under Action/Decision/Milestone

Drop down menu will only include:
Action
Decision
Milestone

Section 9: Budget and Capital Needs

9.2)

Yes
No
Maybe

Section 10: Project Advisory Committee

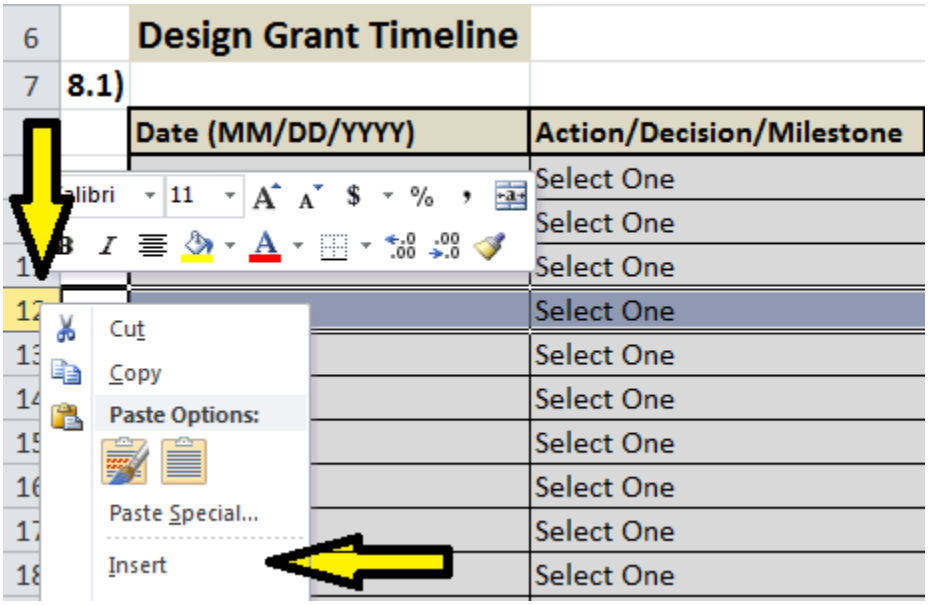
10.2)

Partner Organization Representative
Union Representative
Worker Representative

Appendix E: Inserting additional lines

You may add additional lines to only the Timeline form (Section 7.1), the Data Request form (Section 8.1), and the Project Advisory Committee (Section 10.2).

- Right-click on a row and then select “Insert”



- Notes:
  - When right-clicking on the row, do not click on a cell, but on the number of the row as indicated by the top yellow arrow above.
  - The new space will not format properly if you select the first or last row; you should select one from the middle.

Appendix F: DSRIP Website URL

If the hyperlinks in this document do not work, you can type in the following URL to reach the DSRIP website.

DSRIP Home:
https://www.health.ny.gov/health_care/medicaid/redesign/delivery_system_reform_incentive_payment_program.htm

FAQ:
http://www.health.ny.gov/health_care/medicaid/redesign/docs/dsrip_faq.pdf

Appendix G: DSRIP Project Toolkit

The DSRIP Project Toolkit was created to help Performing Provider Systems understand the core components of each DSRIP project. The toolkit describes how DSRIP project is distinct from each other as well as the state's rationale for selecting each project. The core components and other elements of the project description will be used as part of the DSRIP Project Plan checklist in the DSRIP application process. To assist providers in project selection, each project's value has been included for reference. Project index scores are based upon a grading rubric that evaluated the project's ability to transform the health care system.

https://www.health.ny.gov/health_care/medicaid/redesign/docs/dsrip_project_toolkit.pdf

New York State Medicaid Redesign Team (MRT) Interim Access Assurance Fund (IAAF) Payment Report

Date Submitted to CMS: 06/30/14

		IAAF Payments				All Other Medicaid Payments Received by the Provider*							
Provider Name	Provider ID	Payment Date	Total Payment Amount	FFP Amount	Funding Source (Non-Federal Share)	Base**	Supplemental	VAP	DSH	Medical Home Awards	ICA	OMIG	Total
Erie County Med Ctr	245863	18-Jun	$ 4,821,951.00	$ 2,410,975.50	IGT	$ 6,326,022.75	$ -	$ -	$ 36,070,451.00	$ 84,798.00	$ 2,331,775.00	$ -	$ 49,634,997.75
Nassau Univ Medical Ctr	2997368	18-Jun	$ 5,955,891.00	$ 2,977,945.50	IGT	$ 10,961,200.26	$ -	$ -	$ -	$ 227,470.00	$ 13,159,738.00	$ -	$ 30,304,299.26
Westchester Univ Med Ctr	274213	18-Jun	$ 7,396,209.00	$ 3,698,104.50	IGT	$ 4,760,223.34	$ -	$ -	$ -	$ 120,609.00	$ -	$ 44,760.39	$ 12,321,801.73
SUNY Hospitals													
SUNY Downstate-Brooklyn	2998694	18-Jun	$ 10,097,946.00	$ 5,048,973.00	IGT	$ 10,549,270.98	$ -	$ -	$ 31,811,295.00	$ -	$ 950,536.00	$ -	$ 53,409,047.98
Health Sci. Ctr-Stony Brook	3002260	18-Jun	$ 8,106,975.00	$ 4,053,487.50	IGT	$ 9,366,472.88	$ -	$ -	$ 28,057,961.00	$ 281,301.00	$ 335,136.00	$ -	$ 46,147,845.88
SUNY Upstate-Syracuse	3001723	18-Jun	$ 7,063,485.00	$ 3,531,742.50	IGT	$ 11,115,099.46	$ -	$ -	$ 33,512,968.00	$ -	$ -	$ -	$ 51,691,552.46
HHC Hospitals													
Jacobi Medical Center	246048	18-Jun	$ 10,411,408.00	$ 5,205,704.00	IGT	$ 17,463,235.12	$ -	$ -	$ 34,952,358.00	$ 777,948.00	$ 15,316,103.00	$ -	$ 78,921,052.12
Lincoln Medical & Mental Health Center	246126	18-Jun	$ 12,063,448.00	$ 6,031,724.00	IGT	$ 16,108,213.34	$ -	$ -	$ 29,019,934.00	$ 905,001.00	$ 17,782,525.00	$ -	$ 75,879,121.34
North Central Bronx Hospital	246171	18-Jun	$ 5,427,601.00	$ 2,713,800.50	IGT	$ 4,913,733.53	$ -	$ -	$ 17,986,797.00	$ 392,460.00	$ 9,382,437.00	$ -	$ 38,103,028.53
Coney Island Hospital	246066	18-Jun	$ 7,016,248.00	$ 3,508,124.00	IGT	$ 11,059,505.42	$ -	$ -	$ -	$ 415,940.00	$ -	$ -	$ 18,491,693.42
Kings County Hospital Center	246117	18-Jun	$ 14,144,957.00	$ 7,072,478.50	IGT	$ 29,788,695.35	$ -	$ -	$ 65,304,482.00	$ 498,819.00	$ 38,683,526.00	$ -	$ 148,420,479.35
Woodhull Medical & Mental Health Center	698866	18-Jun	$ 9,233,344.00	$ 4,616,672.00	IGT	$ 9,903,492.35	$ -	$ -	$ 34,538,000.00	$ 500,892.00	$ 19,469,121.00	$ -	$ 73,644,849.35
Bellevue Hospital Center	246039	18-Jun	$ 12,845,430.00	$ 6,422,715.00	IGT	$ 31,120,420.28	$ -	$ -	$ 42,532,375.00	$ 1,478,894.00	$ 21,536,641.00	$ 16,284.83	$ 109,530,045.11
Harlem Hospital Center	246108	18-Jun	$ 6,363,468.00	$ 3,181,734.00	IGT	$ 10,864,233.59	$ -	$ -	$ 31,591,991.00	$ 298,499.00	$ 21,713,923.00	$ -	$ 70,832,114.59
Metropolitan Hospital Center	246135	18-Jun	$ 8,109,102.00	$ 4,054,551.00	IGT	$ 10,616,295.72	$ -	$ -	$ 22,529,163.00	$ 619,150.00	$ 11,964,992.00	$ -	$ 53,838,702.72
City Hospital Center at Elmhurst	246075	18-Jun	$ 12,959,986.00	$ 6,479,993.00	IGT	$ 19,830,465.00	$ -	$ -	$ 41,498,616.00	$ 797,110.00	$ 20,063,758.00	$ -	$ 95,149,935.00
Queens Hospital Center	246153	18-Jun	$ 7,982,551.00	$ 3,991,275.50	IGT	$ 11,736,350.71	$ -	$ -	$ 31,046,284.00	$ 619,150.00	$ 17,679,563.00	$ -	$ 69,063,898.71
Total			**$150,000,000.00**	**$75,000,000.00**		**$226,482,930.08**	**$0.00**	**$0.00**	**$480,452,675.00**	**$ 8,018,041.00**	**$ 210,369,774.00**	**$ 61,045.22**	**$1,075,384,465.30**

**All other Medicaid payments received by the provider are based on the April-June 2014 time period.*

***Base payments reflect costs associsted with inpatient and outpatient hospital services only.*

NEW YORK STATE DEPARTMENT OF HEALTH
Office of Health Insurance Programs
Division of Program Development and Management

Funding Availability Solicitation (FAS)
Delivery System Reform Incentive Payment Program
Independent Assessor

FAS # 15649

Schedule of Key Events

FAS Release Date.....	May 20, 2014
Non–Mandatory Bidders Conference……..	May 27, 2014
Written Questions Due	May 30, 2014
Response to Written Questions on or About	June 6, 2014
Proposal Due Date	June 23, 2014
Contract Start Date (Anticipated)	July 15, 2014

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

DESIGNATED CONTACTS

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

Mr. Joseph Zeccolo
New York State Department of Health
Fiscal Management Group
Empire State Plaza
Corning Tower, Room 2756
Albany, NY 12237

Telephone: 518-486-7896
Email address: jxz02@health.ny.us

Permissible Subject Matter Contact for this FAS:

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

Submission of Written Proposals

Mark Bertozzi Ph.D.
New York State Department of Health
Office of Health Insurance Programs, Division of Program Development and Management
One Commerce Plaza, Room 720
c/o Empire State Plaza
Corning Tower
Albany, NY 12237

Submission of Written Questions
Negotiation of Contract Terms after Award

Email address: mark.bertozzi@health.ny.gov

Carlos Cuevas
New York State Department of Health
Office of Health Insurance Programs, Division of Program Development and Management
One Commerce Plaza, Room 1211
Albany, NY 12237

Email: Carlos.Cuevas@health.ny.gov

For further information regarding these statutory provisions, see the Lobbying Statute summary in Section E.11 of this solicitation.

TABLE OF CONTENTS

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SECTION A: INTRODUCTION

The New York State's Medicaid program is the largest health insurance program in the state, spending more than $54 billion annually to provide health care to more than 5.4 million eligible individuals including 2.0 million enrollees age 18 and under, 2.2 million adults ages 19 to 64 without disabilities, 610,000 elderly , and 553,000 adult disabled individuals. These costs are borne by the state, county and federal governments. Of the state's 5.4 million Medicaid enrollees, 3.3 million reside in New York City. Approximately 2.6 million of the eligible beneficiaries residing in New York City are enrolled in managed care plans. Of the 2.1 million eligible beneficiaries residing elsewhere in the state, approximately 1.4 million are enrolled in managed care plans.

As of April 16, 2014, 1,319,239 New Yorkers had completed their applications and 960,762 had enrolled for coverage since the launch of the New York State of Health (New York's health exchange) on October 1, 2013. More than 70 percent of those who had enrolled were uninsured at the time of application. The New York State of Health (New York's new insurance exchange) is well on its way to meeting or exceeding its enrollment goal of 1.1 million people by the end of 2016.

The New York State Department of Health is the Single State Agency recognized by the federal government for administering the New York State Medicaid program. The Department's Office of Health Insurance Programs (OHIP) has direct responsibility for management and oversight of the Medicaid program.

Effective April 10, 2014, the Centers for Medicare and Medicaid Services (CMS) approved New York's request for a Medicaid waiver amendment to the existing 1115 Partnership Plan. The waiver amendment will allow New York to reinvest in its health care infrastructure and provide the targeted resources it needs to implement further innovative programs in areas such as care coordination and transition, behavioral health, population-wide health initiatives and the creation of integrated delivery systems; while achieving effective overall Medicaid cost reductions as envisioned by the state's Medicaid Redesign Team.

The centerpiece of the waiver amendment is the creation of the Delivery System Reform Incentive Payment (DSRIP) Program. The DSRIP program is the major policy and financing component of the waiver amendment, and is designed to stabilize the state's health care safety-net system, re-align the state's delivery system to shift the focus from the service volume in the inpatient setting to rewards for service quality outcomes that leverage evidence-based approach in the outpatient setting. The statewide goal by the end of the DSRIP program is to reduce avoidable hospital use and emergency department use by 25% over the next five years.

Pursuant to this Funding Availability Solicitation, the Department of Health seeks to procure one contractor to serve as an independent assessor of New York State's newly created DSRIP program for the contract period July 15, 2014 to March 31, 2019 (see: Section E.7. Term of Contract for additional information). The independent assessor's contract fulfillment responsibilities will include any

assessor–related task prescribed in this FAS and the waiver amendment's Standard Terms and Conditions (STCs) (see the Department's DSRIP website).

The DSRIP assessor's tasks include, but are not limited to, creating an application and application review tool as well as a process for a transparent and impartial review of all proposed project plans, making project approval recommendations to the state using CMS-approved criteria, assembling an independent review panel chosen by the Department of Health based on standards set forth in the DSRIP STCs, conducting a transparent and impartial mid-point assessment of project performance during the third year to determine whether the DSRIP project plans merit continued funding or need plan alterations, and assisting with the ongoing monitoring of performance and reporting deliverables for the duration of the DSRIP program.

The DSRIP assessor will also assist the Department in reviewing Certificate of Public Advantage (COPA) applications from Performing Provider Systems for the purpose of securing state action immunity under federal and state antitrust laws. **CMS requires that COPA oversight be "ongoing and rigorous".** In 2011, Article 29-F of New York's Public Health Law was enacted authorizing the state to encourage appropriate collaborative arrangements among health care providers "who might otherwise be competitors." The section further provides that to the extent such arrangements may be anticompetitive within the meaning of state and federal antitrust laws, the intent of the state is to supplant competition with such arrangements under the active supervision and related administrative actions of the commissioner as necessary to accomplish the state's policy goals, and to provide immunity under the state and federal antitrust laws.

For the "state action immunity" doctrine to apply, there must be thorough review of a proposed collaborative transaction, both before the COPA is issued and on an ongoing basis, to ensure that the benefits of the collaborative activities outweigh any disadvantages attributable to the resulting reduced competition.

The DSRIP assessor shall assist the Department, as requested, in reviewing applications for certificates of authority for accountable care organizations (ACO's) affiliated with Performing Provider Systems pursuant to regulations issued by the Commissioner pursuant to Article 29-E of the Public Health Law, and in carrying out any other duties related to the development and oversight of ACOs related to DSRIP Performing Providers Systems as assigned by the Department.

The expertise required to successfully performing the role of the DSRIP Independent Assessor vendor include:

- Expertise in Integrated Health Care Delivery: A core objective of DSRIP is to transform health care delivery. In particular the state seeks to evolve performing provider systems into high performing "integrated delivery systems". The entity must demonstrate substantial knowledge of what it takes for a group of health care providers to become an integrated delivery system. In particular, expertise is required around the following areas: governance, performance measurement, population health management, quality measurement and improvement, hospital service restructuring, strategic contracting, etc.

- Project Management Expertise: The entity must provide the state with an experienced project manager with experience in health care transformation. The entity must also have a successful track record of standing up large (e.g. geographically large projects with broad and complex scope) projects under tight timeframes.
- Understanding of Health Care Delivery in New York State: A strong understanding of how health care is delivered in New York State will be very helpful. The entity will need to evaluate multiple project proposals from every corner of the state and a detailed knowledge of the state's health care challenges and opportunities will be important in effectively evaluating those proposals.
- Expertise in Payment Reform: A primary DSRIP goal is to prepare performing provider systems for payment reform. The state has set a goal of 90% of Medicaid provider payments being made through non-FFS reimbursement systems that reward value over volume. Each provider application must be reviewed with an eye to the ability of the proposed project to prepare participating providers to thrive in the new payment system.
- Knowledge of Health Care Workforce Restructuring: Health care transformation has major workforce implications. Each project application will include a workforce strategy and as a result the entity will need to have expertise in how providers can transition their workforce from a system dominated by FFS reimbursement where more is always better to a system where providers need to work together as a team dedicated to improving population health and lowering costs.
- Experience with DSRIP in Other States: New York is not the first state to implement DSRIP. It would be helpful if the entity has knowledge of how other states have implemented the program and what lessons can be gleaned from those experiences.

Federal waiver authorization requires the state to procure an "independent" DSRIP assessor for the purposes described in this FAS. Accordingly, the assessor must:

- **Not be an employee or entity of the New York State Department of Health;**
- **Not have any business relationship with any of the prospective applicants and Performing Provider Systems it is assessing; and**
- **Act as an independent, unbiased third party with the capabilities to assess each application, without input from the state, based upon the scoring criteria approved by CMS.**

Prospective vendors may respond to both the DSRIP Independent Assessor FAS (#15649) and the DSRIP Program Support Team FAS (#15658).

However, the vendor selected as the DSRIP Independent Assessor and any of their affiliates will not be selected by the Department as a contractor or subcontractor providing the DSRIP Support Team services - nor will the vendor selected to provide Support Team services be selected to be the DSRIP Independent Assessor. (DSRIP Support Team's tasks include working with providers to strategically think through their potential DSRIP project plans to transition to effective and efficient high performing health care delivery systems. The Support Team will work on developing project proposal prototypes and "how to" guides to help providers as they prepare their applications and then work with providers from shortly after design grant receipt until final project proposal submission on these applications.)

The 2014-15 State Budget amends Section 364-j of the Social Services Law **(see: FAS Section C.12.)** to give the Commissioner of Health authority to enter into contracts "without a competitive bid or request for proposal process" as prescribed in the State Finance Law, for the purpose of assisting the Department with implementing projects authorized under the waiver amendment (i.e., DSRIP). The Commissioner must select the contractor that in his or her discretion is best suited to serve this purpose.

SECTION B: BACKGROUND

New York State is committed to redesigning its Medicaid program, the largest in the nation. To pursue this goal, the Medicaid Redesign Team (MRT) was created in January 2011 with the express purpose of formulating a multi-year action plan that would improve patient outcomes and lower program costs. As a result, the MRT finalized an action plan, and the state is now implementing a comprehensive array of targeted health care redesign proposals. The state's waiver amendment to its 1115 Partnership Plan Demonstration waiver is necessary to fully implement the MRT's action plan.

New York State's Section 1115 Partnership Plan waiver program established in 1997 has played a critical role in improving access to health services and outcomes for the poorest and most at risk residents. The waiver allows the State to provide a mandatory Medicaid managed care program designed to improve the health of recipients by providing comprehensive and coordinated health care; offer comprehensive health coverage to low-income uninsured adults who have income and/or assets above Medicaid eligibility standards (Family Health Plus Program) and provide family planning services to women losing Medicaid eligibility at the conclusion of their postpartum period and certain other adults of child bearing age (Family Planning Expansion Program). The State's goal in implementing the program was to improve the health status of low-income New Yorkers by improving access to health care for the Medicaid population, improving the quality of health services delivered, and expanding coverage to additional low income New Yorkers with resources generated through managed care efficiencies.

Through the MRT policy recommendation process, New York State continues to implement redesign initiatives to slow the rate of growth in Medicaid spending and ensure that cost neutrality is maintained. The Medicaid waiver amendment's budget neutrality calculation is linked to the state's new Medicaid Global Spending Cap which is currently working to control cost growth despite sharp enrollment growth. This Medicaid Global Spending Cap will generate significant out-year savings for both the state and federal governments.

The state's Medicaid waiver amendment was submitted to the Federal Center for Medicaid and Medicare Services (CMS) in August 2012 to address the underlying challenges facing health care delivery: lack of primary care; weak healthcare safety net; health disparities; and transition challenges to managed care. A major component of the Waiver is the Delivery System Reform Incentive Payment (DSRIP) program.

These discussions culminated with CMS approving an $8 billion Medicaid Waiver for New York on April 10, 2014. The purpose of this demonstration amendment is to provide funding for a CMS approved subset MRT recommended activities including delivery

system reform in the waiver, managed care programming and State Plan Amendment activities. DSRIP will be a major component of the Waiver and comprise 80 percent of the total amount -- $6.42 billion. The remaining funds, about 20 percent, are comprised of the Interim Access Assurance Fund (IAAF), a temporary, time limited funding to protect against degradation of the current key health care services until DSRIP is implemented, as well as investments implemented through the State Plan or contracts with managed care plans. For more information on the Medicaid redesign waiver and for additional background on the managed care and state plan amendment portions of the Medicaid waiver, please visit the Medicaid Redesign Team website at: http://www.health.ny.gov/health_care/medicaid/redesign/.

The purpose of the DSRIP is to provide a new federal investment which provides incentives for Medicaid providers to create and sustain an integrated, high performing health care delivery system that can effectively and efficiently meet the needs of Medicaid beneficiaries and low income uninsured individuals in their local communities by improving care, improving health, and reducing costs.

DSRIP has a statewide goal of reducing avoidable hospital use (i.e., avoided admissions and avoided emergency room visits) by 25% over a five-year period. DSRIP is a performance based payment system open statewide to public hospitals and safety net providers. The Department and CMS will require local partnerships and regional collaboration to transform the delivery system.

DSRIP participating partnerships will include hospitals, Health Homes, nursing homes, clinics and FQHCs, behavioral health providers, home care agencies, and other key stakeholders. Applications from a single entity will not be accepted. It is expected that public hospitals will participate in safety net hospital networks, and vice versa. Providers will choose from a "menu" of CMS approved programs with clearly defined objectives and measurable metrics. Additionally, certain programs from the menu may be mandated by the state. With the exception of planning funds, performance payments will be paid to providers as agreed upon process and outcome milestones are reached.

DSRIP projects will be designed to meet, and be responsive to, community needs while ensuring overall transformation objectives are met. DSRIP provides funding for projects that are designed to transform the systems of care that support Medicaid beneficiaries and uninsured, which must be reflected in all DSRIP projects proposed by safety net providers participating in DSRIP (referred to as "Performing Provider Systems"), by addressing three key Elements itemized below:

DSRIP Element 1: Appropriate Infrastructure

The DSRIP will further the evolution of infrastructure and care processes to meet the needs of their communities in a more appropriate, effective and responsive fashion to meet key functional goals. This will include changes in the workforce. Infrastructure evolution must support the broader goals of DSRIP, and key outcomes reflect the kinds of infrastructure to be supported under DSRIP. Appropriate infrastructure should ensure access to care, particularly to outpatient resources as well as effective care integration. In support of linking settings, the transforming infrastructure should place more emphasis on outpatient settings. Also, critical services such as care coordination may need to be expanded to meet the broad needs of the population served.

DSRIP Element 2: Integration across settings
The DSRIP will further the transformation of patient care systems to create strong links between different settings in which care is provided, including inpatient and outpatient settings, institutional and community based settings, and importantly behavioral and physical health providers. The goal will be to coordinate and provide care for patients across the spectrum of settings in order to promote health and better outcomes, particularly for populations at risk, while also managing total cost of care. The DSRIP will fund projects that include new and expanded care coordination programs, other evidence based, data driven interventions and programs focused on key health and cost drivers and opportunities for providers to share information and learn from each other.

Key outcomes to be measured are expected to reflect this ongoing transformation. Integration across settings will create alignments between providers. The DSRIP will include restructuring payments to better reward providers for improved outcomes and lower costs.

DSRIP Element 3: Assuming responsibility for a defined population
The DSRIP projects will be designed in ways that promote integrated systems that assume responsibility for the overall health needs of a population of Medicaid beneficiaries and low income uninsured people, not simply responding to the patients that arrive at the doors of a hospital. The state will approve a defined population for each DSRIP project based on geographic and member service loyalty factors, as described in STC Attachment I. Integrated systems may propose to target the individuals served by a set of aligned community-based providers, or more ambitious systems may propose to tackle accountability for an entire geographic population. Patient and beneficiary engagement through tools including community needs assessment and responsiveness to public health needs will be an important element of all DSRIP projects.

Each indicator used to determine DSRIP awards should reflect a population, rather than the patients enrolled in a particular intervention. In addition, Performing Provider Systems will be required to report on progress on priorities related to the Prevention Agenda as included in the Population-wide Strategy Implementation Milestones.

DSRIP Planning & Application Assessment

- Each Performing Provider System that elects to participate in the DSRIP program must submit a DSRIP Project Plan in accordance with the DSRIP Project Plan guidelines.

- In Year Zero (DY0), DSRIP funding will be used for planning activities and development purposes. Providers will submit a Project Design Grant application to the Department of Health (DOH); provide a progress report by the 2nd quarter; and produce a final project plan by December 16, 2014. The Project Design Grant application and the final Project Plan will be reviewed by the Project Plan Review Panel and supplemented by an independent assessor using a CMS-approved checklist.

- All Performing Provider Systems will be subject to additional review during the mid-point assessment, at which point the state may require DSRIP plan modifications and may terminate some DSRIP projects, based on the feedback from the independent assessor, and the state's own assessment of project performance.

After DSRIP Project Plans are submitted by Performing Provider Systems on or before December 16, 2014, the independent assessor will conduct an initial screen to ensure that they meet the minimum submission requirements. The independent assessor will notify the Performing Provider System in writing of any initial questions or concerns identified with the provider's submitted DSRIP Project Plan and provide a 14 day period for Performing Provider Systems to address these concerns. All submitted DSRIP Project Plans will be posted for a 30 day public comment period.

The independent assessor will use the review tool to score all submitted DSRIP Project Plans. After scoring, the state and independent assessor will convene a panel of non-conflicted relevant experts and public stakeholders with significant health care transformation experience. The panel will hold an open public meeting to review the assessor's recommendations. The independent assessor will present each submitted DSRIP Project Plan with its score and recommendation for approval or rejection to the panel. The panel will have the opportunity to accept, reject, or modify the independent assessor's recommendation.

The independent assessor will then forward the panel's recommendations to the state regarding approvals, denials or recommended changes to project plans to make them approvable. The state will then accept or reject the panel's recommendations. Any deviations from the independent assessor's recommendations will need to be explained to CMS which will maintain its own monitoring process of these reviews. Awards will be made prior to the start of DSRIP Year 1 (April 1, 2015.)

Procedures to reduce avoidable hospital use

New York has identified a statewide goal of reducing avoidable hospital use and improving outcomes in other key health and public health measures. Effectively reducing avoidable hospital use requires alignment of outpatient and inpatient settings, requires systems that can take responsibility for a population, and requires investments in key infrastructure--and so this is a guidepost that can ensure that these transformations are aligned with our shared goals of better health, and better care at lower cost.

Because this is an integral guidepost to system transformation, key improvement outcomes for avoidable hospital use and improvements in other health and public health measures will be included for each project, and the state will be held accountable for these measures as part of the statewide accountability required by CMS.

State managed care contracting reforms

The state must also ensure that its managed care payment systems recognize, encourage and reward positive system transformation. To fully accomplish DSRIP goals and ensure sustainability of the initiatives supported by this demonstration, as a condition of receiving DSRIP project funding, the state shall develop and execute payment arrangements and accountability mechanisms with its managed care

contractors. These payment and accountability changes, described further in STC 38, must be reflected in the state's approved state plan and managed care contracts, and are funded through the approved state plan (without separate DSRIP funding). These changes are a condition for overall DSRIP project funding to be released.

This goal will also be monitored as part of the statewide accountability test described in STC 5 and will be tracked not at a DSRIP project level, but at the state level. The state must ensure state payments to managed care plans reflect and promote the establishment and continuation of integrated service delivery systems and procedures to reduce avoidable hospital use and ensure improvements in other health and public health measures. Therefore, the assessor's role to assist in the ongoing monitoring of DSRIP project performance is critical to assuring access to timely performance information to enable critical course corrections needed to achieve the highest possible levels of performance and DSRIP payment both at the individual project and the statewide levels.

Certificate of Public Advantage (COPA)

Article 29-F of the Public Health Law (PHL) sets forth the State's policy of promoting improved quality, access, and efficiency by encouraging, "where appropriate, cooperative, collaborative and integrative arrangements including but not limited to, mergers and acquisitions among health care providers or among others who might otherwise be competitors, under the active supervision of the commissioner." PHL § 2999-aa. As set forth in the statute, the Department of Health will establish a regulatory structure allowing it to engage in "appropriate state supervision necessary to promote state action immunity under the state and federal antitrust laws." Proposed regulations were published in the State Register on September 18, 2013. The Department is reviewing the comments received and expects to finalize a revised version of the regulations in the near future.

The regulations will establish a process for providers to apply for a Certificate of Public Advantage (COPA) for their collaborative arrangements, including but not limited to mergers, acquisitions and clinical integration agreements, as well as planning processes intended to lead to such collaborative arrangements. A COPA will be granted if it appears that the benefits of the collaborative activities outweigh any disadvantages attributable to their anticompetitive effects. In making that determination, the Department will consult with the Office of the Attorney General (OAG) and the mental hygiene agencies, as appropriate. In addition, as required in the statute, the Department will consult with and receive a recommendation from the Public Health and Health Planning Council (PHHPC) before issuing a COPA. By statute, no COPAs may be granted after December 31, 2016.

Among other things, the regulations will provide that the COPA may include any conditions that the Department determines to be appropriate in order to ensure that the collaborative arrangement or the planning process are consistent with Article 29-F and its purpose to improve health care quality, access, efficiency and clinical outcomes. The regulations further will require the parties to a COPA to report to the Department, annually and as otherwise required by the Department, for purposes of the ongoing active state supervision. Additionally, COPAs will be issued for a period of time of no less than two years or as otherwise determined by the Department, and subsequently

could be renewed. The regulations also will authorize the Department, in consultation with OAG and the mental hygiene agencies to revoke a COPA, if appropriate.

To implement the process established by the COPA regulations, the Department will establish an application, review applications received, consult with OAG, and, as appropriate, the mental hygiene agencies, conduct and/or review analyses of proposed collaborative transactions, and present information to PHHPC for its recommendation. COPA applicants must post on their public websites a description of their applications, with a link to the Department website, and the Department website must include a summary of such applications as well as the action ultimately taken on the applications. In reaching its determination, the Department must consider any public comments received.

Accountable Care Organizations (ACOs)

In 2011, based on a recommendation of the MRT, PHL Article 29-E was enacted, requiring the Department to establish a process for the issuance of certificates of authority for Accountable Care Organizations (ACOs). The Department is in the process of finalizing those regulations for publication in the State Register.

SECTION C: PROJECT SPECIFICATIONS

C.1. DSRIP Project Plan Applications

Assessor responsibilities regarding the DSRIP Project Plan Applications are as follows:

- **Create the DSRIP Project Plan Template,**
- **Create the DSRIP Project Plan Review Tool,**
- **Communicate with DSRIP Project Plan applicants, as needed, to provide feedback and carry out application review duties,**
- **Conduct Initial Review of all submitted DSRIP Project Plans,**
- **Convene DSRIP Project Plan Review Panel and manage the Public Hearing**
- **Aggregate the findings of the DSRIP Project Plan Review Panel,**
- **Submit a recommendation report to the state accepting or denying applicant based on the applicant's submitted DSRIP Project Plan,**
- **Provide application review supporting documentation to the state.**
- **Submit a recommendation report to the state to accept or deny applicant based on DSRIP Project Plan, and**
- **Provide application review supporting documentation to the state.**

All Emergent Performing Provider Systems must develop a DSRIP Project Plan that is based on five to ten of the projects specified in the DSRIP Strategies Menu and Metrics and complies with all requirements specified in the DSRIP Program Funding and Mechanics Protocol. Emergent Performing Provider Systems should develop DSRIP Project Plans that leverage community needs, including allowing community

engagement during planning, to sufficiently address the delivery system transformation achievement that is expected from their projects. DSRIP Project Plans will be provided in a structured format developed by the state and approved by CMS and will be tracked by the assessor over the duration of the DSRIP program. DSRIP Project Plans will be scored by the independent assessor and reviewed by the DSRIP Project Plan Review Panel as well as the state and may be subject to additional review by CMS. DSRIP Project Plans must include the following elements:

Rationale for Project Selection.

1. Each DSRIP project plan must identify the target populations, program(s), and specific milestones for the proposed project, which must be chosen from the options described in the approved DSRIP Strategies Menu and Metrics.

2. Milestones should be organized as described above in STC reflecting the three overall goals and subparts for each goal as necessary.

3. The project plans must describe the need being addressed and the starting point (including baseline data consistent with the agreement between CMS and the state) of the performing provider system related to the project.

4. Based on the starting point the Emergent Performing Provider System must describe its 5-year expected outcome for each of the domains described in STC. Supporting evidence for the potential for the interventions to achieve these changes should be provided in support of this 5 year projection for achievement in the goals of this DSRIP.

5. The DSRIP Project Plan shall include a description of the processes used by the Emergent Performing Provider System to engage and reach out to stakeholders, including a plan for ongoing engagement with the public.

6. Emergent Performing Provider Systems must demonstrate how the project will transform the delivery system for the target population and do so in a manner that is aligned with the central goals of DSRIP, and in a manner that will be sustainable after contract year 5. The projects must implement new, or significantly enhance existing health care initiatives; to this end, providers must identify the CMS and HHS funded delivery system reform initiatives in which they currently participate or in which they have participated in the previous five years, and explain how their proposed DSRIP activities are not duplicative of activities that are already or have recently been funded.

7. The plan must include an approach to rapid cycle evaluation that informs the system in a timely fashion of its progress, how that information will be consumed by the system to drive transformation and who will be accountable for results, including the organizational structure and process to oversee and manage this process. The plan must also indicate how it will tie into the state's requirement to report to CMS on a rapid cycle basis.

8. The plan must contain a comprehensive workforce strategy. This strategy will identify all workforce implications – including employment levels, wages and benefits, and distribution of skills – and present a plan for how workers will be trained and deployed to meet patient needs in the new delivery system. Applicants will need to include workers and their representatives in the planning and implementation of their workforce strategy.

Description of Project Activities.

1. Each project must feature strategies from all domains described in STC and the DSRIP Strategies Menu and Metrics.

2. For each domain of a project, there must be at least one associated outcome metric that must be reported in all years, years 1 through 5. The initially submitted DSRIP project plan must include baseline data on all measures, should demonstrate the ability to provide valid data and provide benchmarks for each measure. Baseline measurements should be based on the most recently available baseline data, as agreed to by CMS and the state.

Justification of Project Funding.

1. The DSRIP Project Plan shall include a detailed project specific budget as provided for in Attachment I and a description of the performing provider system or provider coalition's overall approach to valuing the project. Project valuations will be subject to a standardized analysis by the state as described below and further specified in the Program Funding and Mechanics Protocol.

2. DSRIP Project Plans shall include any information necessary to describe and detail mechanisms for the state to properly make or receive intergovernmental transfer payments (as applicable and further described in the program funding and mechanics protocol).

C.1.a. Drafting the DSRIP Project Plan application

The assessor shall create the DSRIP Project Plan application with feedback from the state.

DSRIP Project Plans must be submitted in a structured format agreed upon by the assessor, the state and CMS. Please refer to the DSRIP Program Funding and Mechanics Protocol for a full list of the DSRIP project plan application. At a minimum, the plan shall include the following sections:

1. DSRIP Face Sheet
2. Provider Demographics
3. Identification of Provider Overarching Goals
4. Identification of Provider Project to meet identified goals
5. Performance Assessment
6. Work Plan Development
7. Rapid cycle evaluation
8. Establishment of Milestones and Metrics
9. Budget

10. Governance
11. Data sharing and confidentiality
12. Expectation of Sustainability
13. Signed Attestations
14. Financial Assessment

C.1.b. Drafting the DSRIP Project Plan application review tool
The assessor shall create the DSRIP Project Plan application review tool with any input from the Department that it (the Department) deems necessary. The review tool will define relevant factors, assign weights to each factor and include scoring for each factor.

C.1.c. Working with Support Team to Create Prototype Application and "How-To" Guides
Once the draft Project Plan template is made public for comment, the assessor should begin assisting/providing feedback to the Support Team on prototype application examples that will be used to educate emerging Performing Provider Systems. During this time, the assessor will also provide feedback to the Support Team in its effort to create "how to" guides, which will be provided to emerging Performing Provider Systems as examples of what the assessor believes to be successful application constructs. **While the assessor may communicate with and provide feedback to the DSRIP Support Team regarding the Prototype example applications and "How-To" Guides, the DSRIP assessor will remain an independent entity from the DSRIP Support Team.**

C.1.d. Initial review of DSRIP Project Plan applications
The assessor shall perform the initial review of DSRIP Project Plan applications and score DSRIP Project Plan applications based on the application review tool to assess anticipated performance. While the number of DSRIP Project Plan applications is unknown, the expectation is for between 25 and 50, but there possibly could be more.

C.1.e. Communication with DSRIP Applicants
The independent assessor shall notify the DSRIP applicant in writing of any initial questions or concerns identified with the submitted DSRIP Project Plan application and provide a determination in consultation with DOH for Performing Provider Systems to address these concerns. Assessor notifications to the applicant may include recommended changes to an applicant's plan to make the Project Plan approvable. The assessor may take part in conversation with the applicant, their application consultants (including the DSRIP Support Team) and project managers to help the applicant understand deficiencies or potential areas for improvement in their application. **While the assessor may communicate with the DSRIP Support Team to help an applicant by providing clarifications and guidance, the DSRIP assessor will remain an independent entity from the DSRIP Support Team.**

C.1.f. Convene and manage DSRIP Application Review Panel
After reviewing and scoring the DSRIP Project Plans meeting the submission criteria, the independent assessor shall convene a panel of relevant experts and public stakeholders. The independent assessor shall ensure that standards are followed to prevent conflict of interest in the panel scoring process.

The panel will be selected with assistance from the state and in a manner consistent with state and federal requirements. The panel will hold an open public meeting to review the assessor's recommendations. The assessor shall manage the panel reviewer meeting. The independent assessor will present each submitted DSRIP Project Plan with its score and recommendation for approval or rejection to the panel. The panel will have the opportunity to accept, reject, or modify the independent assessor's recommendation.

This meeting is meant to provide a structure for panelists to discuss the merits of each application. There will be no reimbursement to the review panel members, including for any travel costs.

During the DSRIP Project Plan Application Review Panel, the assessor will be responsible for the following:

I. Panel Participant Recruitment and Assignment Process

1. From lists of potential panelists, supplied by DOH, send a letter of interest to populate the panel and provide weekly updates of the names of the interested individuals. DOH will provide a list of DOH panelists that will also be assigned based on state regulations and the DSRIP STCs. DOH will review and approve the letter,
2. Review all potential panelists for conflict of interest,
3. After review by DOH, send confirmation letters appointing the panelists as reviewers,
4. Collect all signed Conflict of Interest Statements and with DOH, review for any potential conflict of interest, and
5. The assessor will develop a training guide to help panels understand the application review process as well as provide a remote training and/or orientation session for all panel reviewers prior to the panel reviewing the assessor recommendations.

II. Application Processing and Distribution

1. The assessor shall produce copies of each application submission for use by panelists.
2. The assessor will provide to each panelist a package containing the assigned applications, instructions and review criteria. This package will need to be received by the participants at least one week prior to the scheduled public hearings and panel review.

III. Public Meeting / Application Scoring Review Process

The assessor will conduct two open public meetings (one upstate, one downstate) for the DSRIP Project Review Plan at a location chosen and paid for by the assessor. During this public meeting the panel will be able to hear from the public on the assessor's scoring of applications. As well, the panel will be able to review applications and ask the assessor questions about their scoring and recommendations. The assessor will be responsible for making sure that any CMS and state requirements for the meeting are met (i.e. webcasting meeting or operated assisted calls).

IV. Summary of Project Plan Review Plan Recommendations

For each Emergent Performing Provider System application, the assessor shall summarize the findings of the DSRIP Project Plan Review Panel. Most importantly, the summaries should include any insights, any areas of concern in the application as well as whether the panel decided to accept, reject or modify the independent assessor's recommendation. . If the panel deviated from the assessor's recommendation in any way, a thorough write-up detailing specific discrepancies or deviations in scoring should be highlighted and provided to the state.

C.1.g. Application Approval Recommendations provided to the State

The independent assessor will then forward its write-up of the panel's recommendations to the state regarding approvals, denials or recommended changes to project plans to make them approvable. The assessor should be available to the state if there are any additional questions regarding the application scoring or the application review process. The state will then accept or reject the panel's recommendations. Any deviations from the independent assessor's recommendations will need to be explained to CMS, which will maintain its own monitoring process of these reviews.

C.1.h. Provide Application Review Supporting Documentation to the State

For every DSRIP Project Plan application, the assessor shall provide the state with a thorough record of findings, as well as the copies of all scoring and assessment documents from the assessor and from the DSRIP Project Plan Review Panel.

C.2. Mid-point Assessment

Assessor responsibilities regarding the DSRIP Mid-Point Assessment are as follows:

- **Create a DSRIP Mid-point Assessment Review Plan,**
- **Create a DSRIP Mid-point Assessment Review Tool,**
- **Conduct Initial Review of all submitted DSRIP Mid-point Reports,**
- **Communicate with DSRIP Performing Provider System, as needed, to carry out mid-point assessment duties,**
- **DSRIP Mid-point Assessment Report and Recommendations, and**
- **Provide Mid-point Assessment Supporting Documentation to the State**

During DSRIP Year 3, the independent assessor will work with the state to conduct a transparent mid-point assessment of all DSRIP projects using CMS-approved criteria. This review will provide an opportunity to modify projects and/or metrics in consideration of learning and new evidence. The independent assessor will conduct a focused review of certain high-risk projects the state or CMS has identified based on information provided for all projects in the provider's monitoring reports.

The state's mid-point assessment review will be developed by the assessor and the state in collaboration with CMS. All DSRIP plans initially approved by the state must be re-approved by the state in accordance with the CMS approved review protocol in order to continue receiving DSRIP funding in DSRIP years 4 and 5. Similar to the process used for the initial approval of projects, the assessor shall perform similar functions for the mid-point assessment.

Based on the recommendations by the independent assessor, the state or CMS may require prospective plan modifications that would be effective for DSRIP Years 4 and 5, including adjustments to project metrics or valuation.

C.2.a. Create a Template for the DSRIP Mid-point Assessment Review Plan
The assessor, with input from the state, shall create a DSRIP mid-point Assessment Review Plan, which will be submitted to CMS for approval. The Plan should include a draft mid-point assessment review criteria, a description of its approach to review, and a draft DSRIP Plan Mid-point Assessment Checklist and or Project mid-point assessment tool that will reflect the approved criteria and will be used in the assessment. CMS, the state and the assessor will work collaboratively to refine the criteria, approach, and DSRIP Mid-Point Assessment Checklist and/or review tool. The Assessor will also be responsible for creating any special report templates that may be needed to efficiently conduct the mid-point assessment.

At a minimum, the assessor will evaluate the following elements as part of the mid-point assessment review:

1. Compliance with the approved DSRIP project plan, including the elements described in the project narrative;
2. Compliance with the required core components for projects described in the DSRIP Strategies Menu and Metrics, including continuous quality improvement activities;
3. Non-duplication of Federal funds;
4. An analysis and summary of relevant data on performance on metrics and indicators to this point in time;
5. The benefit of the project to the Medicaid and uninsured population and to the health outcomes of all patients served by the project (examples include number of readmissions, potentially preventable admissions, or adverse events that will be prevented by the project);
6. An assessment of project governance including recommendations for how governance can be improved to ensure success. The composition of the performing provider system network from the start of the project until the midpoint will be reviewed. Adherence to required policies regarding management of lower performing providers in the network will be reviewed with a special focus on any action with regard to removing lower performing members prior to DSRIP Year 4 and 5. (Note: Modifying coalition members requires a plan modification);
7. The opportunity to continue to improve the project by applying any lessons learned or best practices that can increase the likelihood of the project advancing the three part aim; and
8. Documents provided by the Performing Provider Systems concerning their financial viability in the short, medium, and long term according to criteria established by the Department of Health.

C.2.b. Conduct Initial review of DSRIP Project Plan Applications
The assessor shall perform the initial assessment of the DSRIP Performing Provider Systems mid-point reports and score the individual Performing Provider Systems reports

based off the midpoint assessment checklist/review tool.

C.2.c. Communication with DSRIP Performing Provider Systems

The independent assessor shall communicate with Performing Provider Systems regarding any questions or concerns identified with the DSRIP mid-point assessment information and provide a determination in consultation with the Department for Performing Provider Systems to address these concerns.

C.2.d. Assessor DSRIP Mid-point Assessment Report and Recommendations

Within two weeks of receiving the mid-point reports/information from DSRIP Performing Provider Systems, the independent assessor shall provide the state with a report for each Performing Provider System that includes, but is not limited to the following:

a) detailed analysis summarizing DSRIP Performing Provider Systems' mid-point assessment findings for each performing provider system (based on mid-point assessment review areas in the tool kit and in the mid-term review plan approved by the state and CMS),
b) detailed summary of performance for each metrics in Performing Provider Systems plan (based on mid-point assessment review areas in the tool kit and in the mid-term review plan approved by the state and CMS),
c) assessment on the likelihood of each project to reach its projected end goals, and
d) recommendations to the state, for each Performing Provider System, on whether or not the state should extend, should terminate or should extend with alterations (to achieve success) based upon the mid-point assessment.

C.2.e. Mid-point Assessment Recommendations provided to the State

The independent assessor will then forward its midpoint assessment recommendations to the state regarding approvals, denials or recommended changes to Project Plans. The assessor should be available to the state if there are any additional questions regarding the application scoring or the application review process. The state will then accept or reject the panel's recommendations. Any deviations from the independent assessor's mid-point assessment recommendations will need to be explained to CMS, which will maintain its own monitoring process of these reviews.

C.2.f. Provide Mid-Point Assessment Supporting Documentation to the State

For every DSRIP Performing Provider System mid-point assessment, the assessor shall not only provide the state with a summative report for each Performing Provider System, but the assessor shall also provide the state with the actual scoring and assessment documents used in the review.

C.3. Reporting and Monitoring

Assessor Responsibilities regarding the DSRIP reporting & monitoring are as follows:

- **Develop templates for all DSRIP reports (as needed),**

- **Develop review tools for all DSRIP reports,**
- **Review, monitor and provide oversight of all DSRIP Reports for accuracy and compliance,**
- **Ensure reporting capabilities are compatible with State Data Portal,**
- **Provide monthly Reporting Review Summaries for each Performing Provider System to DOH,**
- **Create all Reporting Summaries for CMS,**
- **Conduct Annual On-Site Visits of all Performing Provider Systems, and**
- **Develop Summary Reports of Visits for the State.**

The assessor shall conduct robust monitoring and assessment of all submitted reports related to DSRIP. These reports include, but are not strictly related to Performing Provider System progress and statewide performance. The assessor is responsible for collecting data as well as completing and submitting reports to the state or CMS no less frequently than as appropriate in order to monitor DSRIP implementation and activities.

Upon this review, an analysis will be made regarding the:

1. Extent of progress each Performing Provider System is making towards meeting each milestone,
2. Specific activities that appear to be driving measureable change,
3. Key implementation challenges, including governance issues, associated with, specific activities designed to drive improvement,
4. Identification of adjustments to the DSRIP program, and/or strategies as observed through the analysis of submitted provider-level data and/or onsite findings as they occur, and
5. For data and metrics reported in systems not subject to CFR 438.242 (Health Information Systems) these agreements between the state and Performing Provider Systems should also be accompanied by a validation process performed by the independent assessor to ensure that the processes are generally valid and accurate. Penalties will be applied to Performing Provider Systems that do not reporting data that are valid and accurate as described.

C.3.a. Reporting Templates & Reporting Review Tools

The assessor shall help the state develop model templates and reporting assessment review tools for all DSRIP reports:

1. Templates should be designed to assess reporting and performance measures, including: transformation, sustainability, appropriate infrastructure, integration across settings, reducing avoidable hospitalizations, and population focused improvement,
2. Templates should define the parameters for acceptable project reporting and eligibility for reporting and performance DSRIP payments,
3. Templates should describe the overarching relationship between providers and intergovernmental transferring entities to draw down incentive payments; set forth guidelines for the distribution of incentive payments contingent upon successful completion of project metrics, and

4. Templates should establish reasonable timelines for the submission of deliverables required to operationalize the DSRIP program and provider project plans for the course of the demonstration.

C.3.b. Semi-Annual Milestone Reports
Twice annually, in accordance with CMS requirements, the assessor shall develop a report demonstrating the progress of each PPS DSRIP project as measured by the project-specific milestones and metrics achieved during the relevant reporting period. More frequent milestone achievement reports (possibly monthly) may be required to assist with ongoing project management. These reports should be provided to the state with an adequate time frame for the state to review and make any changes to the document before the report is due to CMS. Review time shall be determined by the state depending on the type of report, but there will be penalties related to not meeting specified timeframes (See Bid Form notes in Section D.5).

C.3.c. DSRIP Quarterly Reports
In accordance with CMS requirements, the assessor shall develop a report template demonstrating the progress of the state in its implementation and management of the DSRIP program. The assessor will be responsible for producing all DSRIP quarterly reports as required in the terms and conditions of the waiver amendment. These reports should be provided to the state with an adequate time frame for the state to review and make any changes to the document before the report is due to CMS. Review time shall be determined by the state depending on the type of report, but there will be penalties related to not meeting specified timeframes (See Bid Form notes in Section D.5).

C.3.d. Review, Monitoring and Oversight of Reports for Accuracy and Compliance
The assessor shall review all deliverables from every PPSs and is responsible for identifying, monitoring and providing oversight of the reports. The frequency of this activity will depend on the reporting frequency specified in the STCs or as needed. The assessor shall give particular scrutiny to the monthly progress reports, quarterly, semi-annual reports and annual reports and determine whether all topics required to be addressed by the terms are actually addressed and milestones have been achieved.

C.3.e. Reporting Compatibility with State Data Portal
Assessor reports and data gathering mechanisms are expected to be compatible with the state's data portal in an effort to highlight potential performance trouble spots, allowing for a deep review of troubled projects and systems. The state's data portal will allow access to appropriately permissioned patient and provider specific data in the Medicaid Data Warehouse. Role based access to this portal will allow providers and their partnering health plans to deliver current Medicaid claims and encounters data and care management data provided through connectivity with local regional health organizations (RHIOs). Faster access to more real time clinical and managed care data will be particularly relevant to creating the most accurate reports.

C.3.f. Monthly Reporting Review Summaries to DOH
On a monthly basis, for each DSRIP Performing Provider System, summarized results from the assessor reporting reviews will be provided to the state and to CMS as

requested. Also, the assessor will provide a suggested draft agenda for a DOH-led monthly monitoring call with the assessor. The main purposes of the monthly call will be to identify issues that need to be discussed with the State (i.e., missed deliverables, issues identified from review of deliverables, monthly progress report deficiencies). If critical concerns are identified, they must be reported to DOH as soon as they are identified.

C.3.g. Reporting Summaries for CMS
The assessor shall prepare all materials for CMS reports/updates regarding implementation and progress of the demonstration, including progress toward the goals, and key challenges, achievements and lessons learned. Prepared draft reporting summaries for CMS shall be provided to the state with sufficient time (review time shall be determined by the state depending on the type of report) to review and make changes before final submission of the reports to CMS.

C.3.h. Site Visits/On-site-Assessments
The assessor will conduct annual on-site visits of all Performing Providers to ensure continued compliance with DSRIP requirements. Reports of the onsite visits should be provided to the state for review within two weeks of the visit. If critical concerns are identified, they must be reported to DOH as soon as they are identified.

C.4. At-Risk Project Identification, Guidance and Monitoring

Assessor responsibilities regarding <u>At-Risk Project Identification, Guidance and Monitoring are as follows:</u>

- **Identify at-risk DSRIP Projects,**
- **Creating Additional Benchmarks for At Risk Projects, and**
- **Monitoring additional benchmarks for At Risk Projects**

Based on the information contained in the Performing Provider System's reports, information gathered from the state's data portal or other monitoring and evaluation information collected, the assessor shall identify particular projects as being at risk of not successfully completing its DSRIP project in a manner that will result in meaningful delivery system transformation. Once these concerns are identified by the assessor, they must be reported to DOH immediately. With input from the assessor, the state or CMS may require these projects to meet additional progress milestones in order to receive DSRIP funding in a subsequent semi-annual reporting period. Projects that remain at risk are likely to be discontinued at the mid-point assessment.

C.4.a. Identify At Risk DSRIP Projects and Performing Provider Systems
In their monthly reports to the state, the assessor shall inform the state of any Performing Provider Systems that are experiencing reporting issues, performance issues, and, in particular, any projects as being at risk of not successfully completing its DSRIP project in a manner that will result in meaningful delivery system transformation as soon as they are identified. These issues will be threshold or benchmarks created in the report reviewing tool. The assessor shall identify if the issue is the product of the Performing Provider System not meeting the set benchmark or if there is a flaw in the reporting

benchmark. If critical concerns are identified, they must be reported to DOH as soon as they are identified.

C.4.b. Creating of Additional Benchmarks for At Risk Projects
On a case-by-case basis, when appropriate, assessor shall work with the state and CMS to develop additional progress milestones for at risk projects, based on information from contained in the Performing Provider System's semiannual reports or other monitoring and evaluation information collected to improve performance so that the Performing Provider System will be in alignment to receive DSRIP funding in a subsequent semi-annual reporting period.

C.4.c. Monitoring At Risk Projects
When needed, the assessor shall review additional deliverables from Performing Provider Systems, and if needed, provide additional guidance via meetings and teleconferences to Performing Provider Systems who are deemed "at-risk." The assessor is responsible creating additional monitoring and oversight structures for these matters. The frequency of this activity will depend on the reporting frequency specified in the STCs or as needed.

C.5. Technical Assistance for DSRIP Projects

Assessor responsibilities regarding Technical Assistance for DSRIP Projects are as follows:

- **Technical Assistance for DSRIP Projects, and**
- **Reporting of Technical Assistance given to DSRIP Projects.**

C.5.a. Technical Assistance for Projects
Once DSRIP Project Plans are approved, the assessor shall be prepared to assist Performing Provider Systems that need technical support to implement their approved Project Plans. Technical assistance may include, but is not limited to the following:

- Clarifying and providing feedback on reporting procedures,
- community needs assessment,
- logic model to achieve DSRIP project objectives,
- Quality measurement implementation and improvement analytics
- Targeted assistance needed to drive specific performance improvement in target areas in project plan, etc.

The DSRIP Assessor contract should indicate the base number of technical assistance hours established in the contract (see: Technical Proposal response item D.4.4.5.a.), with the option for adding extra hours if deemed necessary (these hours will not be used for billing purposes but to assess the level of assistance provided by the contractor).

C.5.b. Reporting of Technical Assistance
The assessor shall make note of any technical assistance given to a DSRIP Performing Provider System Project in their monthly assessment to the state. If critical concerns are identified, they must be reported to DOH as soon as they are identified.

C.6. Data Reporting and Storage System

Assessor Responsibilities regarding Data Reporting and Storage System Requirements are as follows:

- **Creating and Monitoring Centralized Storage and Retrieval of Deliverables**
- **Maintenance and Upkeep of Database**

The assessor, through the state will collect data from Performing Provider Systems as often as it is practical in order to ensure that project impact is being viewed in as "real time" a fashion as possible. Collecting and analyzing data in this fashion will allow for rapid, life-cycle improvement which is an essential element of the DSRIP project plan. The assessor shall maintain an information system, likely resident in the State's Medicaid Data Warehouse and associated provider portal, that collects, analyzes, integrates and reports, so carry out its given tasks during the DSRIP demonstration.

C.6.a. Centralized Storage and Retrieval of Deliverables

The assessor shall develop a system for centralized storage and retrieval of written and electronic deliverables that Performing Provider System must submit to DOH, as required in the STCs that govern the section 1115 demonstration. System requirements include, but are not limited to, the following:
(a) the system must include random access and query capabilities that will allow documents to be identified by selected characteristics or search terms,
(b) the system must also have the capability of tracking Performing Provider Systems' performance on their deliverables relative to the required delivery dates in the STCs, and generate alerts when anticipated deliverables are not received,
(c) the system must be created using standard issue software installed on DOH employee laptops, along with documentation of its creation and functionality, such that DOH staff could assume responsibility for its maintenance or assign responsibility to another Contractor at the end of this contract,
(d) the system and all documents must be maintained on shared drives at DOH,
(e) the system will likely be resident in the State's Medicaid Data Warehouse and will utilize its portal functionality, if not at a minimum the system and must be compatible with and able to access information from the state's Medicaid data warehouse portal.

C.7. DSRIP Learning Collaboratives

Assessor responsibilities regarding DSRIP Learning Collaboratives are as follows:

- **Establish Framework for Learning Collaborative,**
- **Convene and Manage Learning Collaborative Meetings,**
- **Create Learning Collaborative Reports, and**
- **Learning Collaborative Subcontractor Oversight Plan.**

One facet of the DSRIP program is the development of the Learning Collaborative. The purpose of the Learning Collaborative is to promote and support a continuous

environment of learning and sharing based on data transparency within the New York healthcare industry in an effort to bring meaningful improvement to the landscape of healthcare in New York.

The Learning Collaboratives are the responsibility of the assessor, but can be subcontracted out, provided that there is close supervision from the assessor and oversight from the state. Learning Collaboratives may be either virtual or in-person, but both are meant to build relationships between Performing Provider Systems as well as facilitates project analysis and measurement.

The Learning Collaborative will be designed to promote and/or perform the following:

1. Sharing of DSRIP project development including data, challenges, and proposed solutions based on the Performing Provider Systems' quarterly progress reports,
2. Collaborating based on shared ability and experience,
3. Identifying key project personnel,
4. Identification of best practices,
5. Provide updates on DSRIP program and outcomes,
6. Track and produce a Frequently Asked Questions document ,and
7. Encourage the principles of continuous quality improvement cycles.

C.7.a. Establish Framework for Learning Collaborative

The assessor shall organize and support a series of learning collaboratives during DY1-DY5 of the DSRIP program at which Performing Provider Systems will be able to share best practices and get assistance in implementing and managing their DSRIP projects. Learning collaboratives should primarily be focused on learning (through the exchange of ideas at the front lines) rather than teaching (i.e. large conferences).

1. Learning collaboratives will be a required activity for all Performing Provider Systems.
2. The assessor shall assist the DOH to establish a website (the website will hosted by the Department) to supplement the Learning Collaborative to help providers share ideas and relevant data over time.
3. The assessor shall provide Performing Provider Systems, either by its own or contracted staff, with regional "innovator agents" who are trained in quality improvement, who can travel from site to site in the network to rapidly answer practical questions about implementation and harvest good ideas and practices that they systematically spread to others. The cost of the innovator agents, including their travel expenses, will be paid for by the contractor.

C.7.b. Convene and Manage Learning Collaborative Meetings

1. At least one statewide, face-to-face learning collaborative meeting must be held in each year from DY1-DY5 (any travel costs will be paid by the Performing Provider system members).
2. Learning Collaboratives meetings may be organized either geographically, by the goals of the DSRIP, or by the specific DSRIP projects as described in the DSRIP Strategies Menu and Metrics.
3. In addition to at least one statewide face-to-face meeting, the assessor shall conduct monthly calls with project leads to discuss status and answer questions.

State staff will participate in the learning collaborative calls and meetings, but the assessor shall organize, support and handle all logistics, administrative and operations matters pertaining to the learning collaborative meetings.

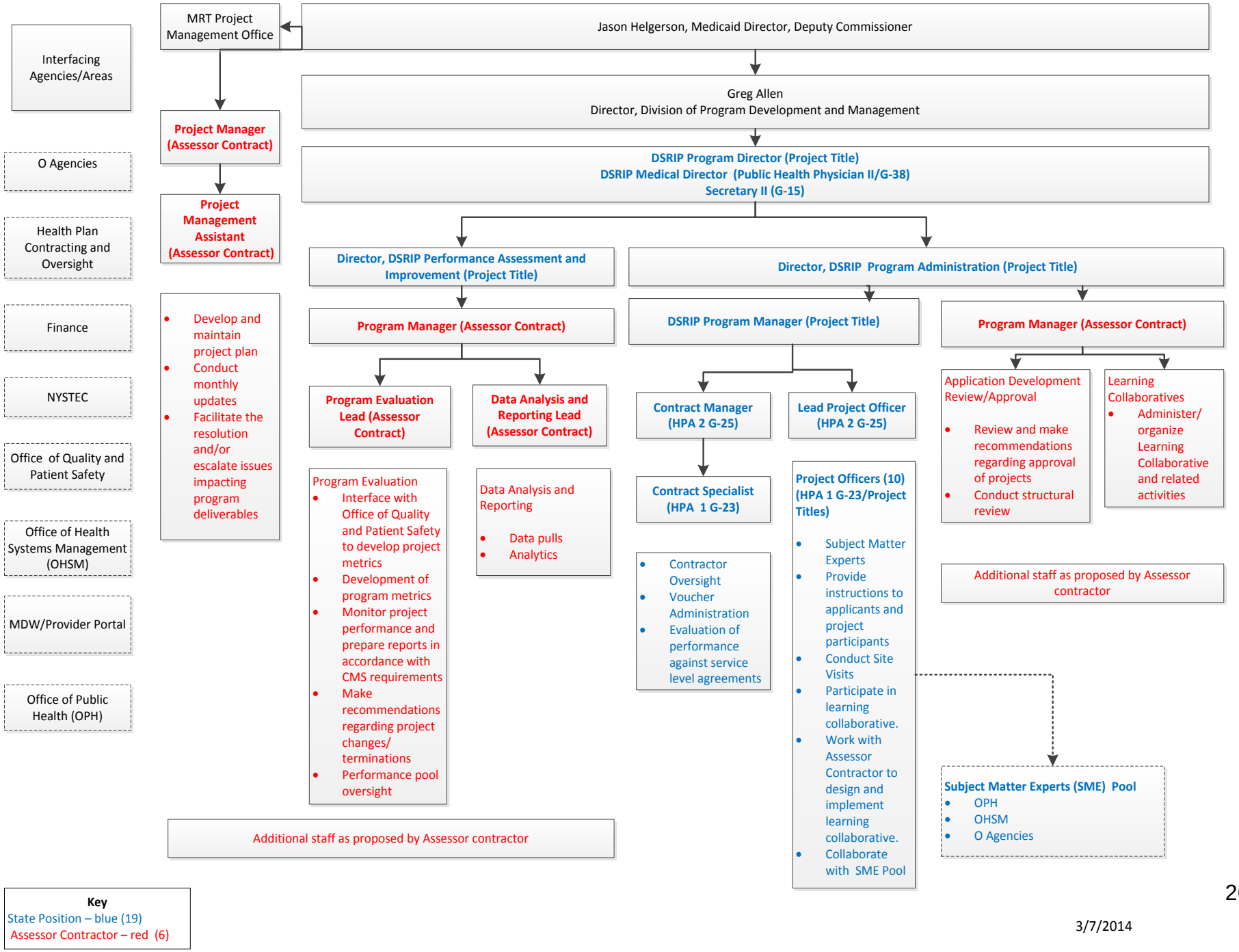
State staff will participate but the assessor shall organize, support and handle all logistics, administrative and operations matters pertaining to the learning collaborative meetings.

C.7.c. Create Learning Collaborative Reports
The assessor shall provide the state with a monthly report on feedback and shared ideas from calls, meeting and innovator agents. b) If critical concerns are identified, they must be reported to DOH as soon as they are identified.

C.7.d. Learning Collaborative Subcontractor Oversight Plan
If the assessor decides to subcontract the Learning Collaborative duties to another party, the assessor must provide the state with a contract and oversight plan approved by the state that reflects compliance with Learning Collaborative responsibilities outlined in the DSRIP STCs.

C.8. Staffing Plan and Core Management Team
The awardee of the DSRIP assessor contract must maintain a core management team in Albany, New York that is directly responsible for overseeing the day-to-day project operations. The core management team must include the individual with principal responsibility of overseeing the day-to-day operations of the contract who will be available to consult with DOH. Other core management team members must be knowledgeable, in the aggregate, of all functions required under this FAS.

The DSRIP assessor contractor must provide the following positions: ”Project Manager, Project Management Assistant, Program Manager (MRT Project Management Office), Program Evaluator Lead, Data Analysts and Reporting Lead, and Program Manager (DSRIP Program Administration). The chart below indicates the expected management staffing and patterns of authority for the DSRIP project:


Interfacing Agencies/Areas
O Agencies
Health Plan Contracting and Oversight
Finance
NYSTEC
Office of Quality and Patient Safety
Office of Health Systems Management (OHSM)
MDW/Provider Portal
Office of Public Health (OPH)
MRT Project Management Office
Jason Helgerson, Medicaid Director, Deputy Commissioner
Greg Allen
Director, Division of Program Development and Management
DSRIP Program Director (Project Title)
DSRIP Medical Director (Public Health Physician II/G-38)
Secretary II (G-15)
Project Manager (Assessor Contract)
Project Management Assistant (Assessor Contract)
Develop and maintain project plan
Conduct monthly updates
Facilitate the resolution and/or escalate issues impacting program deliverables
Director, DSRIP Performance Assessment and Improvement (Project Title)
Program Manager (Assessor Contract)
Program Evaluation Lead (Assessor Contract)
Data Analysis and Reporting Lead (Assessor Contract)
Program Evaluation
Interface with Office of Quality and Patient Safety to develop project metrics
Development of program metrics
Monitor project performance and prepare reports in accordance with CMS requirements
Make recommendations regarding project changes/ terminations
Performance pool oversight
Data Analysis and Reporting
Data pulls
Analytics
Additional staff as proposed by Assessor contractor
Director, DSRIP Program Administration (Project Title)
DSRIP Program Manager (Project Title)
Contract Manager (HPA 2 G-25)
Lead Project Officer (HPA 2 G-25)
Contract Specialist (HPA 1 G-23)
Contractor Oversight
Voucher Administration
Evaluation of performance against service level agreements
Project Officers (10) (HPA 1 G-23/Project Titles)
Subject Matter Experts
Provide instructions to applicants and project participants
Conduct Site Visits
Participate in learning collaborative.
Work with Assessor Contractor to design and implement learning collaborative.
Collaborate with SME Pool
Program Manager (Assessor Contract)
Application Development Review/Approval
Review and make recommendations regarding approval of projects
Conduct structural review
Learning Collaboratives
Administer/ organize Learning Collaborative and related activities
Additional staff as proposed by Assessor contractor
Subject Matter Experts (SME) Pool
OPH
OHSM
O Agencies
Key
State Position – blue (19)
Assessor Contractor – red (6)

C.9. Assessor Timetable of Deliverables

The Assessor Timetable of Deliverables is sixty six months from the contract start date. The assessor shall submit required deliverables in accordance with the below schedule (**This timetable may be altered at the discretion of DOH**).

Description	Due Date
DSRIP Year 0 (9 Months) July 15, 2014- March 31,2015	
Assessor Contractor Begins Work	7/15/2014
Assessor/DOH kick-off meeting	7/18/2014
Draft DSRIP Project Plan Application & Application Review Tool Due to DOH	8/1/2014
Present work plan for reviewing DSRIP proposals and advising DOH in a timely manner.	8/8/2014
Assessor receives feedback on Draft DSRIP Application & Application Review Tool	8/8/2014
Revised DSRIP Project Plan Application & Application Review Tool Due to DOH	8/15/14
Assessor to start working with Support Team on Project Plan Prototypes & “How-To” Guides	8/15/14
DSRIP Project Plan Application Posted to Website for Public Comment	8/22/2014
Submit administrative plan for DSRIP Project Plan Review Panel	9/26/2014
Updated DSRIP Project Plan and Review Tool Application Due to DOH	9/26/2014
Finalized DSRIP Project Plan Application & Review Tool Posted to Website	10/3/2014
NYS submits DSRIP Quarterly Monitoring Report	11/30/2014
Kick-off Meeting for DSRIP Project Plan Review Panel	12/5/2014
DSRIP Project Plan Applications Due	12/15/14
Assessor begins review of DSRIP Project Plan Application	12/17/2014
Submit: Assessment of and	1/22/2015

Description	Due Date
recommendations for proposed PPS assessment plans At this time all supporting documents used to review applicants should be provided to the state as well	
Assessor Recommendations made public, sent to CMS, sent to DSRIP Project Plan Review Panel	2/2/2015
COPA Review Due	2/2/15
DSRIP Project Approval & Oversight Team Public Meeting to accept/reject assessor recommendations	2/10/2015-2/13/2015
Assessor delivers report on findings of DSRIP Project Plan Review Panel to State	2/20/2015
State announces final decisions of DSRIP applications based on assessor & review panel findings	2/27/2015
NYS submits DSRIP Quarterly Monitoring Report	2/28/2015
DSRIP Year 1 (9 Months) April 1,2015 – December 31, 2015	
NYS submits DSRIP Quarterly Monitoring Report	5/31/2015
Learning Collaborative DY1	7/2015
NYS submits DSRIP Quarterly Monitoring Report	8/31/2015
NYS submits DSRIP Quarterly Monitoring Report	11/30/2015
DSRIP Year 2 (12 Months) January 1,2016 –December 31,2016	
COPA Renewal Review Due	2/2/2016
NYS submits DSRIP Quarterly Monitoring Report	2/28/2016
NYS submits DSRIP Quarterly Monitoring Report	5/31/2016
Learning Collaborative DY2	6/2016
NYS submits DSRIP Quarterly Monitoring Report	8/31/2016
NYS submits DSRIP Quarterly	11/30/2016

Description	Due Date
Monitoring Report	
DSRIP Year 3 (12 Months) January 1, 2017- December 31 ,2017	
NYS submits DSRIP Quarterly Monitoring Report	2/28/2017
NYS submits DSRIP Quarterly Monitoring Report	5/31/2017
Learning Collaborative DY3	6/2017
DSRIP Mid-Point Assessment	7/15/2017
NYS submits DSRIP Quarterly Monitoring Report	8/31/2017
NYS submits DSRIP Quarterly Monitoring Report	11/30/2017
DSRIP Year 4 (12 Months) January 1,2018 – December 31,2018	
COPA Renewal Review Due	2/2/2018
NYS submits DSRIP Quarterly Monitoring Report	2/28/2018
NYS submits DSRIP Quarterly Monitoring Report	5/31/2018
Learning Collaborative DY4	6/2018
NYS submits DSRIP Quarterly Monitoring Report	8/31/2018
NYS submits DSRIP Quarterly Monitoring Report	11/30/2018
DSRIP Year 5 (12 Months) January 1,2019 – December 31,2019	
NYS submits DSRIP Quarterly Monitoring Report	2/28/2019
Learning Collaborative DY5	3/2019
NYS submits DSRIP Quarterly Monitoring Report	5/31/2019
NYS submits DSRIP Quarterly Monitoring Report	8/31/2019
NYS submits DSRIP Quarterly Monitoring Report	11/30/2019
DSRIP Year 6 (2 Months) January 1 ,2019 –February 29, 2019	
COPA Renewal Review Due	2/2/2020
NYS submits DSRIP Quarterly Monitoring Report	2/29/2020
DSRIP Year 0- DSRIP Year 6 Ongoing Tasks	
Monthly Summary Reports to DOH	4/1/2015- 2/29/2020

Description	Due Date
Monthly Summary Reports to CMS	4/1/2015-2/29/2020
Semi-Annual PPS Reporting Analysis	4/1/2015-2/29/2020
Accountable Care Organization and COPA: Application Review & Monitoring	7/15/2014-2/29/2020
	Due Date
DSRIP Year 0 (9 Months) July 15, 2014- March 31,2015	
Assessor Contractor Begins Work	7/15/2014
Assessor/DOH kick-off meeting	7/18/2014
DSRIP Project Plan Application & Application Review Tool Due to DOH	7/31/2014
Present work plan for reviewing DSRIP proposals and advising DOH in a timely manner.	8/08/2014
DSRIP Project Plan Application Posted to Website for Public Comment	8/22/2014
Description	8/22/2014
Submit administrative plan for DSRIP Project Plan Review Panel	9/26/2014
Updated DSRIP Project Plan and Review Tool Application Due to DOH	9/26/2014
Finalized DSRIP Project Plan Application & Review Tool Posted to Website	10/3/2014
NYS submits DSRIP Quarterly Monitoring Report	11/30/2014
Kick-off Meeting for DSRIP Project Plan Review Panel	12/5/2014
DSRIP Project Plan Applications Due	12/15/14
Assessor begins review of DSRIP Project Plan Application	12/17/2014
Submit: Assessment of and recommendations for proposed PPS assessment plans At this time all supporting documents used to review applicants should be provided	1/22/2015

Description	Due Date
to the state as well	
Assessor Recommendations made public, sent to CMS, sent to DSRIP Project Plan Review Panel	2/2/2014
COPA Review Due	2/2/14
DSRIP Project Approval & Oversight Team Public Meeting to accept/reject assessor recommendations	2/10/2014-2/13/2014
Assessor delivers report on findings of DSRIP Project Plan Review Panel to State	2/20/2014
State announces final decisions of DSRIP applications based on assessor & review panel findings	2/27/2014
NYS submits DSRIP Quarterly Monitoring Report	2/28/2014
DSRIP Year 1 (9 Months) April 1,2015 – December 31, 2015	
NYS submits DSRIP Quarterly Monitoring Report	5/31/2015
Learning Collaborative DY1	7/2015
NYS submits DSRIP Quarterly Monitoring Report	8/31/2015
NYS submits DSRIP Quarterly Monitoring Report	11/30/2015
DSRIP Year 2 (12 Months) January 1,2016 –December 31,2016	
COPA Renewal Review Due	2/2/2016
NYS submits DSRIP Quarterly Monitoring Report	2/28/2016
NYS submits DSRIP Quarterly Monitoring Report	5/31/2016
Learning Collaborative DY2	6/2016
NYS submits DSRIP Quarterly Monitoring Report	8/31/2016
NYS submits DSRIP Quarterly Monitoring Report	11/30/2016
DSRIP Year 3 (12 Months) January 1, 2017- December 31 ,2017	
NYS submits DSRIP Quarterly Monitoring Report	2/28/2017
NYS submits DSRIP Quarterly	5/31/2017

Description	Due Date
Monitoring Report	
Learning Collaborative DY3	6/2017
DSRIP Mid-Point Assessment	7/15/2017
NYS submits DSRIP Quarterly Monitoring Report	8/31/2017
NYS submits DSRIP Quarterly Monitoring Report	11/30/2017
DSRIP Year 4 (12 Months) January 1,2018 – December 31,2018	
COPA Renewal Review Due	2/2/2018
NYS submits DSRIP Quarterly Monitoring Report	2/28/2018
NYS submits DSRIP Quarterly Monitoring Report	5/31/2018
Learning Collaborative DY4	6/2018
NYS submits DSRIP Quarterly Monitoring Report	8/31/2018
NYS submits DSRIP Quarterly Monitoring Report	11/30/2018
DSRIP Year 5 (12 Months) January 1,2019 – December 31,2019	
NYS submits DSRIP Quarterly Monitoring Report	2/28/2019
Learning Collaborative DY5	3/2019
NYS submits DSRIP Quarterly Monitoring Report	5/31/2019
NYS submits DSRIP Quarterly Monitoring Report	8/31/2019
NYS submits DSRIP Quarterly Monitoring Report	11/30/2019
DSRIP Year 6 (2 Months) January 1 ,2019 –February 29, 2019	
COPA Renewal Review Due	2/2/2020
NYS submits DSRIP Quarterly Monitoring Report	2/29/2020
DSRIP Year 0- DSRIP Year 6 Ongoing Tasks	
Monthly Summary Reports to DOH	4/1/2015-2/29/2020
Monthly Summary Reports to CMS	4/1/2015-2/29/2020
Semi-Annual PPS Reporting Analysis	4/1/2015-2/29/2020
Accountable Care Organization and COPA: Application Review	7/15/2014-2/29/2020

Description	Due Date
& Monitoring	

C.10. Certificate of Public Advantage (COPA)

Assessor responsibilities regarding Certificates of Public Advantage are as follows:

- **Responsible for successfully performing the COPA review according to the criteria provided in this FAS and in New York State statute and regulation.**

The assessor shall be responsible for reviewing and evaluating the health care provider environment to determine what the market power of COPA applicants would be as a result of a collaborative arrangement. In order to determine market power, it is necessary to define the relevant market, determine the market share of the applicants, and determine whether any barriers exist to other providers expanding their services or new providers entering the relevant market. Performing Provider Systems applying for a COPA will be expected to provide information such as:

- Information related to the current organizational structure of each party to a cooperative agreement or planning process;
- A description of the primary service area, including available health care resources, and the community health needs of such area;
- Details of the cooperative agreement or planning process and the proposed collaborative arrangement;
- The projected impact of the cooperative agreement or planning process on health care utilization, spending and the costs and prices of health care services in the primary service area;
- Benefits of the cooperative agreement or planning process;
- Projected cost savings to the health care system and efficiencies over a five year period and how they will be achieved; and
- Information related to monitoring and supervision.

C.10.a. Staffing Expectations

The DISRIP assessor would be expected to offer a mix of economic and financial expertise, as well as expertise in industrial organization. Experts would likely have a Ph.D. in economics with at least 10 years of experience, including 5 years of experience analyzing health care transactions with a focus on antitrust and competitive issues in the health care marketplace. In some instances, a forensic accountant may be needed to review financial projections and accounting of proposed mergers, acquisitions or other collaborations.

C.10.b Assessor Responsibility for COPA Applicant Reviews

As part of the application review, the DSRIP assessor shall be responsible for successfully performing the COPA **review according to the criteria provided in this FAS and in New York State statute and regulation.** The factors to be

considered in evaluating applications include, but are not limited to:

- the financial condition of the parties to the agreement, including whether any health care provider party is experiencing financial distress and may be forced to cease operations or eliminate a service in the absence of the cooperative agreement;

- the dynamics of the relevant primary service area, including the availability of suitable and accessible health care services and the level of competition in the primary service area, the likelihood that other health care providers will enter or exit the primary service area, and the existence of unique challenges such as difficulties in recruiting and retaining health care professionals;

- the potential benefits of a COPA, including but not limited to the likelihood that one or more of the following may result from the cooperative agreement or planning process:

  - preservation of needed health care services in the relevant primary service area that would be at risk of elimination in the absence of a cooperative agreement;

  - improvement in the nature or distribution of health care services in the primary service area, including expansion of needed health care services or elimination of unnecessary health care services;

  - enhancement of the quality of health care provided by the parties to the cooperative agreement;

  - expansion of access to care by medically-underserved populations;

  - lower costs and improved efficiency of delivering health care services; including reductions in administrative and capital costs and improvements in the utilization of health care provider resources and equipment;

  - implementation of payment methodologies that control excess utilization and costs, while improving outcomes; and

  - preservation of the health care workforce in the primary service area;

- the potential disadvantages of a cooperative agreement, including but not limited to the likelihood that one or more of the following may result from the cooperative agreement or planning process:

  - increased costs or prices of health care in the primary service area resulting from the cooperative agreement, after taking into consideration improvements in quality and outcomes;

  - diminished quality, availability, and efficiency of health care services;

- inability of health care payers or health care providers to negotiate reasonable payment and service arrangements; and

- reduced competition among physicians, allied health professionals, other health care providers, or other persons furnishing goods or services to, or in competition with, health care providers and the potential for adverse health system quality, accessibility and cost consequences.

- the availability of arrangements that are less restrictive to competition and achieve the same benefits or a more favorable balance of benefits over disadvantages attributable to any reduction in competition;

- other benefits or disadvantages identified in the course of review; and

- the extent to which active supervision is likely to mitigate the disadvantages.

C.11. Accountable Care Organization (ACO) Application Reviews

Assessor responsibilities regarding Accountable Care Organization Application Reviews are as follows:

- **Reviewing applications for certificates of authority for ACOs affiliated with Performing Provider Systems,**
- **Carrying out any other duties related to the development and oversight of ACOs.**

The DSRIP assessor shall assist the Department, as requested, in reviewing applications for certificates of authority for ACOs affiliated with Performing Provider Systems pursuant to PHL Article 29-E and the regulations issued thereto, and in carrying out any other duties related to the development and oversight of ACOs. The ACO is a relatively new model of care under which providers and practitioners enter into a voluntary arrangement for the purpose of providing patients coordinated care and sharing the savings (and potentially losses) that are achieved. State law requires the Department to establish regulations, which are in development, to establish a process for certification of ACOs.

Review of applications for certificates of authority for ACOs would include, but are not limited to matters such as: (1) applicant's ability to provide, manage, and coordinate health care within the ACO network, the sufficiency of the proposed ACO's plans for quality assurance and improvement, (2) the governance, leadership, and management structure of the proposed ACO, (3) the character and competence of the ACO's principals, and the relationship of the proposed ACO to payers.

All of these obligations are expected to be carried out on an ongoing basis. Reviewers should possess expertise in health care management of complex multi-faceted providers, quality management, clinically integrated health care

models, and health care systems finances. In addition, reviewers should be well versed in the relevant federal ACO regulations and NYS statute.

C.12. Authorizing DSRIP Assessor Procurement Statute

Pursuant to the 2014-15 Enacted State Budget (Chapter 60 of the Laws of 2014) amending Social Services Law Section 364j by adding a new subdivision 29 (below), the Commissioner of Health is authorized to enter into contracts for the purpose of assisting the Department of Health with implementing projects authorized by the Centers for Medicare and Medicaid Services (CMS) under its approved amendment to the 1115 Partnership Plan "without a competitive bid or request for proposal process". As indicated in (c) of the new subdivision, the Commissioner is required to "select such contractor or contractors that, in his or her discretion, are best suited to serve the purposes of this section":

29. In the event that the department receives approval from the Centers for Medicare and Medicaid Services to amend its 1115 waiver known as the Partnership Plan or receives approval for a new 1115 waiver for the purpose of reinvesting savings resulting from the redesign of the medical assistance program, the commissioner is authorized to enter into contracts, and/or to amend the terms of contracts awarded prior to the effective date of this subdivision, for the purpose of assisting the department of health with implementing projects authorized under such waiver approval. Notwithstanding the provisions of sections one hundred twelve and one hundred sixty-three of the state finance law, or sections one hundred forty-two and one hundred forty-three of the economic development law, or any contrary provision of law, contracts may be entered or contract amendments may be made pursuant to this subdivision without a competitive bid or request for proposal process if the term of any such contract or contract amendment does not extend beyond March thirty-first, two thousand nineteen; provided, however, in the case of a contract entered into after the effective date of this subdivision, that:

(a) The department of health shall post on its website, for a period of no less than thirty days:

(i) A description of the proposed services to be provided pursuant to the contract or contracts;

(ii) The criteria for selection of a contractor or contractors;

(iii) The period of time during which a prospective contractor may seek selection, which shall be no less than thirty days after such information is first posted on the website; and

(iv) The manner by which a prospective contractor may seek such selection, which may include submission by electronic means;

(b) All reasonable and responsive submissions that are received from prospective contractors in timely fashion shall be reviewed by the commissioner of health; and

(c) The commissioner of health shall select such contractor or contractors that, in his or her discretion, are best suited to serve the purposes of this section.

SECTION D: PROPOSAL REQUIREMENTS

D.1. Overview

In order to be considered for evaluation, each proposal must meet the following minimum requirements:

- The proposal is received prior to the required deadline;
- The cost proposal is submitted with completed bid prices (Attachment H).

Additionally, a signed Transmittal Form (Attachment G) should be submitted in the technical proposal.

D.2. General Submission Requirements

Page limits should be adhered to. If a proposal section exceeds the maximum page length, reviewers will be instructed to cease reading at the end of the maximum number of pages. Proposals should be submitted with a single cover page as outlined in Section D.4.

D.3. Conflict of Interest

a) As part of the proposal submission, the bidder (and/or any subcontractor) must disclose any and all relationships that may be construed as actual or potential conflicts of interest. In cases where such relationship(s) and/or interests exist, the bidder must describe how, including the process by which, an actual or potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided. The bidder's disclosure must include any relationship or interest, financial, beneficial or otherwise, which is in conflict with the proper discharge of their responsibilities under this FAS, including but not limited to any business relationship or financial interest with health care providers that receive DSRIP funding (e.g. members of Performing Provider Systems**). If no conflicts exist, indicate that as well.**

The Department reserves the right to reject bids, at its sole discretion, based on any actual or perceived conflict of interest.

Prospective vendors may respond to both the DSRIP Independent Assessor FAS (#15649) and the DSRIP Program Support Team FAS (#15658).

However, the vendor selected as the DSRIP Independent Assessor and any of their affiliates will <u>not</u> be selected by the Department as a contractor or subcontractor providing the DSRIP Support Team services - nor will the vendor selected to provide Support Team services be selected to be the DSRIP Independent Assessor.

b) No later than 30 calendar days following notification of an award, and prior to execution of the contract, the contractor must abrogate any ownership, affiliation, subsidiary relationship, management or operating interest, or participation of any kind in any entity that is a member of a Performing Provider System.

c) All bidders and the resulting contractor shall ensure that its officers, employees, agents, consultants and/or sub-contractors comply with the requirements of the New York State Public Officers Law (POL), as amended, including but not limited to Sections 73 and 74, as amended, with regard to ethical standards applicable to State employees.

d) By signing the proposal, the bidder guarantees knowledge and full compliance with the provisions of the POL for purposes of this FAS. Failure to comply with these provisions may result in disqualification from the procurement process, or withdrawal of a proposed contract award.

e) If, during the term of a resulting contract, the Contractor becomes aware of a relationship, actual or potential, which may be considered a violation of the POL, or which may otherwise be considered a conflict of interest, the Contractor shall notify the Department in writing immediately. Failure to comply with these provisions may result in termination or cancellation of the resulting contract and criminal proceedings as required by law.

D.4. Technical Proposal

Do <u>not</u> include any cost information in this section of the proposal. See Section D.5.

The technical proposal should address all Project Specifications. It should also demonstrate the bidder's understanding of the scope and purpose of the various review activities and tasks required under the contract.

Throughout this section, the bidder will be asked to provide responses to specific topics. Do not exceed page limits in the responses. The bidder may submit reference material in appendices. Appendices will not count towards the page count. However, appendices may not be used to circumvent page limitations.

The Technical Proposal should be submitted separate from the Cost Proposal. The outside of the Technical Proposal package should be clearly labeled in bold "**Funding Availability Solicitation (FAS) Delivery System Reform Incentive Payment Program Independent Assessor - Technical Proposal."**

To promote uniformity of preparation and to facilitate review, the Technical Proposal should include the following information in the order prescribed below and comply with the following general format requirements:

- Submit **two (2)** originals, **ten (10)** bound exact copies and one digital exact copy.

- Use letter size paper (8.5 x 11 inch);
- Font type for narrative information should be a minimum of 11 point;
- Submit each copy in a three ring binder with no staples or clasps;
- Use tab dividers for each section of the proposal; and
- Clearly number pages of the proposal, with each section of the proposal separately numbered and identified in a Table of Contents.

The technical proposal will be evaluated along with the cost proposal to select the vendor who, at the discretion of the Commissioner of Health, is best able to successfully perform the tasks of the DSRIP assessor as specified by this FAS in the most cost effective manner.

D.4.1. Transmittal Form (Attachment G)

Do <u>not</u> include any cost information in this section of the proposal. See section D.5.

The Transmittal Form should be signed in ink by an official of the bidding organization. The signatory should be authorized to bind the organization to the provisions of the FAS and Proposal.

The Transmittal Form includes the following information:

1. The Bidder's complete name and address, including the name, mailing address, email address, fax number and telephone number for both the authorized signatory and the contact name and number for representatives authorized to answer questions regarding this proposal, and

2. The FEIN, DUNS Number, and Office of the State Comptroller vendor ID Number, and Type of Legal Business Entity of the bidder.

The Transmittal Form includes the following attestations:

1. That the bidder accepts the contract terms and conditions contained in this FAS, including any exhibits and attachments, that the bidder has received and acknowledged all Department amendments to the FAS;
2. That the bidder is prepared, if requested by the Department, to present evidence of legal authority to do business in New York State, subject to the sole satisfaction of the Department.

3. That the bidder has disclosed any and all potential conflicts of interest according to the requirements described in Section D.3. of this FAS and the bidder has knowledge of, and full compliance with, the New York State Public Officers' Law, as amended, including, but not limited to, sections 73

and 74 with regard to ethical standards applicable to State employees. If no conflict of interest exists, the bidder has confirmed that; and

4. **The bidder has disclosed the expectation that subcontractor(s)** services will be utilized. The Appendix to the Transmittal Form should include a subcontractor summary document for each listed subcontractor.

   The summary document should contain the following information:

   a. Complete name of the subcontractor, including DBA and the names of controlling interests for each entity;

   b. Complete address of the subcontractor;

   c. A general description of the scope of work to be performed by the subcontractor;

   d. Percentage of work the subcontractor will be providing;

   e. Evidence that the subcontractor is authorized to do business in the State of New York, and is authorized to provide the applicable goods or services in the State of New York; and

   f. The subcontractor's assertion that they do not discriminate in its employment practices with regards to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap.

D.4.2. Table of Contents

The Table of Contents should contain beginning page numbers for each section and subsection of the proposal. There is no page limit for the Table of contents.

D.4.3. Executive Summary (3 page limit)

Do <u>not</u> include any cost information in this section of the proposal. See Section D.5.

The Executive Summary should include a clear, concise summary of the proposed approach to the project specifications indicated in the FAS as well as the bidder's past experience conducting any relevant related projects. Additionally, a general description of the capabilities and planned roles of any proposed subcontractor(s), a summary of the bidder's demonstrated understanding of the project's major components and required processes should be included.

D.4.4. Performance Criteria Responses

In answering the sections below, the respondent should review the project specifications itemized in Section C..

Page limits for each response must be strictly adhered to. Evaluators will <u>not</u> continue reading responses after the page limits have been reached.

Responses are to be enumerated in direct correlation to each request below. For example, a response to Section D.4.4.1 (Drafting the DSRIP Project Plan Application) below should begin with "D.4.4.1."

Detailed, specific information is expected in the responses. The respondent is expected to demonstrate as specifically as possible within the prescribed page limitations how they will they will they accomplish each itemized DSRIP performance criteria requested.

In completing the Technical Proposal, responses must be provided to the items listed below. For some items, the respondent may wish to include an attachment or appendix that adds great detail to the response, such as a flowchart of operations. Attachments are allowed in a section following the Technical Proposal requirements, and each attachment should be identified with a tab divider. The number of pages in these attachments will not be considered part of the actual count of pages listed below. **However, attachments may not be used to circumvent page limitations as determined by the evaluation team.**

D.4.4.1. Drafting the DSRIP Project Plan Application (8 page limit)

a. Describe the most effective way that the assessor will assist the state in drafting the DSRIP project plan application according to the specifications of Section C.1.a.. The answer may include the respondent's relevant expertise in producing this deliverable.

b. Describe how the assessor will assist the state in drafting the DSRIP project plan application review tool. Demonstrate how the tool will define relevant factors, assign weights to each factor and include scoring for each factor.

c. Describe how the assessor will meet the requirements of Section C.1.c., including the expertise provided, to assist the Support Team by providing feedback concerning the Team's development of a prototype application and "How-To" Guides and communicate with DSRIP applicants while meeting the assessor's independent entity requirements.

d. Describe the resources that would be committed to convening and managing the DSRIP Application Review Panel as indicated in C.1.f. including those necessary to: (1) develop a training guide to help the panels understand the application review process, and provide a remote training and orientation session for all panel reviewers prior to any reviews, (2) review all potential panelists for conflict of interest, (3) conduct an open, webcasted public meeting for the DSRIP Project Review Plan, and (4) producing accurate summaries of the panel's recommendations for the state that include any insights, any areas of concern in the application as well as whether the panel decided to accept, reject or modify the independent assessor's recommendation.

D.4.4.2. Mid- Point Assessment (10 page limit)

a. Describe the respondent's expertise and technical capacity create a Mid Point Assessment Review Plan, including development of review criteria and templates, and to conduct a mid-point assessment review according to the requirements indicated in Section C.2.a.

b. Describe the expertise the respondent will provide to conduct a focused review of certain high-risk projects that the state or CMS has identified based on information provided for all projects in the provider's monitoring reports.

c. Describe the respondent's experience with developing an assessment tool, and describe its relevance to creating the DSRIP mid-point assessment tool to evaluate/score Performing Provider Systems' mid-point reports.

d. Describe the respondent's experience and expertise in producing summative reports and supportive documents and making the recommendations to the state similar to those described for the mid- point assessment report in C.2.d., C.2.e. and C.2.f..

D.4.4.3. Reporting and Monitoring (12 page limit)

a. Describe the respondent's capacity to conduct robust monitoring and assessment of all submitted, Performing Provider System reports, Performing Provider System progress, data collection, challenges and completion no less frequently than as appropriate in order to monitor DSRIP implementation and activities as described in Section C.3.

b. For data and metrics reported in systems not subject to CFR 438.242 (Health Information Systems) describe how the agreements between the state and Performing Provider Systems will also be accompanied by a validation process performed by the independent assessor to ensure that the processes are generally valid and accurate.

c. Describe the respondent's capacity to help the state develop model templates and reporting assessment review tools for DSRIP reports as indicated in Section C.3.a.

d. Describe the respondent's capacity to meet the extensive reporting requirements of the FAS as required in the terms and conditions of the waiver amendment which includes semi-annual milestone achievement reports with metrics achieved during the relevant reporting period, reviewing all reporting deliverables from Performing Provider Systems for accuracy and compliance as indicated in C.3.d., monthly reporting review summaries as indicated in C.3.f., and preparing materials for CMS reports/updates regarding implementation progress of the demonstration, including progress toward the goals, and key challenges, achievements and lessons learned.

e. Describe the experience the respondent has and the staffing envisioned, to conduct annual on-site visits of all Performing Providers to ensure continued compliance with DSRIP requirements, and report to DOH if critical concerns are identified.

D.4.4.4. At- Risk Project Identification, Guidance and Monitoring (4 page limit)

a. Describe the respondent's capacity to (1) identify particular projects as being at risk of not successfully completing its DSRIP project in a manner that will result in meaningful delivery system transformation, (2) develop additional progress milestones (benchmarks) for at risk projects, based on information contained in the Performing Provider Systems' semiannual reports or other monitoring and evaluation information collected to improve performance so that the provider will be in alignment to receive DSRIP funding in a subsequent semi-annual reporting period, (3) be responsible for creating additional monitoring and oversight structures for identified At-risk entities, and (4) develop relevant information technologies for this task, HEDIS / QARR Preventables.

D.4.4.5. Technical Assistance for DSRIP Projects (2 page limit)

a. Describe (1) the respondent's expertise to provide technical assistance to projects that need technical support to implement their state approved plans, and how it includes: reporting procedures, community needs assessment, logic model to achieve DSRIP project objectives, etc., and (2) indicate the base number of technical assistance hours the respondent would established in the contract as indicated in C.5.a..

D.4.4.6. Data Reporting and Storage System (3 page limit)

a. Describe (1) how the assessor will develop a system for centralized storage maintained in the state's Medicaid Data Warehouse and associated provider portal and retrieval of written and electronic deliverables that Performing Provider Systems must submit to DOH, as required in the DSRIP STCs that has the query capabilities, and performance tracking software, and document sharing functionalities as indicated in section C.6.a., (2) and any previous experience relevant to this task.

D.4.4.7. DSRIP Learning Collaboratives (2 page limit)

a. Describe the respondent's experience and the expertise, including any innovative technologies, they will provide in developing and managing learning cooperatives among Performing Provider Systems as indicated in Section C.7. (including C.7.a. and C.7.b.). The answer must include a description of the regional "innovator agents" who are trained in quality improvement, who can travel from site to site in the network to rapidly answer practical questions about implementation and harvest good ideas and practices that they convey to other Performing Provider systems.

D.4.4.8. Staffing Plan and Core Management Team (4 page limit)

a. Identify the core management team's professional staff members who would be directly involved in the DSRIP assessor project, their experience, and relevant job qualifications. The core management team must include the individual with principal responsibility of overseeing the day-to-day operations of the contract who will be available to consult with DOH..

D.4.4.9. Organizational Support and Experience (12 page limit)

Provide the following information for the respondent's organization:

a. Provide a brief history and description of your organization. Include an organizational chart providing a comprehensive depiction of the organization.

b. Provide (1) an organization chart that includes key positions and functions related to the DSRIP assessor project, (2) a detailed staffing and organization plan to address all work related to the project, and (3) a description of the strategy for being flexible to address potential work load issues resulting from the uncertain volume of Performing Provider Systems applications.

c. Give the name and title of person(s) authorized to bind the bidder, the main office address, telephone number (including area code) and email address.

d. Describe what support the organization will contribute to develop the essential features of a successful DSRIP assessor model over the project time period.

e. Describe the organization's direct experience with the implementation and administration of the key components of the DSRIP project, **including those related to a Medicaid waiver program and direct care performance management and improvement.**

f. Identify all subcontractors that the organization intends to use in fulfilling the requirements of this FAS, including the relevant experience of each and submit a letter from each planned subcontractor (letters can be included as an attachment) affirming their commitment to participate in the project described in this FAS and their responsibilities.

g. Provide a minimum of three (3) professional references from organization leaders for whom your organization have provided services. Include the name, title, address, telephone number and email address of a contact person for each organization. The reference projects should be similar in size and scope to this project.

h. Provide: (1) a list of all current and past government contracts awarded to the organization including the name, title, and telephone number of the principle contact person for those contracts within the organization, and (2) a list of all

current and past government contracts which the organization participated as a subcontractor, including the name, title, and phone number of the principal contact person.

D.4.4.10. Certificate of Public Advantage (COPA) (4 page limit)

a. Describe in detail: (1) the staffing resources and their professional expertise that would be committed to performing the COPA application review process identified in C.10., including how these resources would be procured by the respondent, and (2) the plan for expanding these staffing resources in the event of rapidly escalating COPA applications from increasing numbers of Performing Provider Systems.

b. Describe the respondent's relevant experience and technical capacity that would assist the Department in determining, both before the COPA is issued and on an ongoing basis, that the benefits of proposed collaborative activities or planning processes outweigh any disadvantages attributable to the resulting reduced competition, which would include defining the relevant market, determining the market share of the applicants, and determining whether any barriers exist to other providers expanding their services or new providers entering the relevant market, as itemized in C.10.

D.4.4.11. Accountable Care Organization (ACO) Application Reviews

a. Describe any experience, and staff and expertise that will be provided, in health care management of complex multi-faceted providers, quality management, clinically integrated health care models, health care systems finances, and federal ACO regulations and NYS statute necessary to review of applications for certificates of authority for ACOs on an ongoing basis.

   An effective review would asses matters such as the: (1) applicant's ability to provide, manage, and coordinate health care within the ACO network, the sufficiency of the proposed ACO's plans for quality assurance and improvement, (2) the governance, leadership, and management structure of the proposed ACO, (3) the character and competence of the ACO's principals, and the relationship of the proposed ACO to payers.

D.5. Cost Proposal

The bidder should submit a Cost Proposal separate from the Technical Proposal (see: submission requirements in E.3.). The Cost Proposal should be submitted in a sealed package and should be clearly labeled in bold "Funding Availability Solicitation (FAS) Delivery System Reform Incentive Payment Program Independent Assessor – Cost Proposal."

The Cost Proposal consists of the following completed forms:

- Bid Form (Attachment H)
- Lobbying Form (Attachment I)
- Vendor Responsibility Attestation (Attachment J)
- M/WBE Forms (Attachment K)

Cost Proposals should be accurate, clear and concise. The Department may reject any bid containing Cost Proposal inaccuracies. The respondent must submit a bid as indicated on the Bid Form in Attachment H.

The cost proposal will be evaluated along with the technical proposal to select the vendor who, at the discretion of the Commissioner of Health, is best able to successfully perform the tasks of the DSRIP assessor as specified by this FAS in the most cost effective manner.

All bids are subject to change subsequent to Department of Health negotiation with any bidder.

D.5.1. Bid Form

Attachment H contains the Bid Form that must be submitted in response to this FAS. Compliance with provisions of this form will be evaluated as part of the screening for minimum requirements described in Section D.1 of this FAS. Failure to comply may result in disqualification of the bidder.

Bids must be submitted on the Attachment H Bid Form for each of the 6 deliverable items indicated in the <u>shaded</u> cells on the bid form (bids should be included for <u>every</u> shaded cell)

For deliverable items 1 through 6 the bidder should enter a bid for the Performing Provider System application volume thresholds indicated (A. 1-25, B. 26-50, C. 51-75, D. 76 +).

When completed the Attachment H Bid Form, please review the notes below that pertain to each of the six itemized deliverables.

Bid Form Notes:

1) **<u>DSRIP Plan Application Duties</u>:** Deliverables in this area include all items mentioned in Section C.1 of the Assessor FAS. **Assessor payment in this area will be based on the number of completed DSRIP Project Plan applications in DY0**. The assessor shall receive payment for all items in this category *after the last deliverable* in Section C.1 has been submitted to, and the submitted work is deemed satisfactory by the Department. If any of the deliverables in this category are submitted after the specified due date listed in Section C.9 (DOH has the authority to alter dates in Section C.9 timeline)

of the Assessor FAS, the assessor shall forfeit 5% of the agreed upon deliverable payment for each 30- day period the item is late for the DSRIP plan application payment period. Items in this category include, but are not limited to:

Assessor Responsibilities regarding the DSRIP Plan Application:

- Create the DSRIP Project Plan Template,
- Create the DSRIP Project Plan Review Tool,
- Communicate with DSRIP Project Plan applicants, as needed, to provide feedback and carry out application review duties,
- Conduct Initial Review of all submitted DSRIP Project Plans,
- Convene DSRIP Project Plan Review Panel and manage the Public Hearing
- Aggregate the findings of the DSRIP Project Plan Review Panel,
- Submit a recommendation report to the state accepting or denying applicant based on the applicant's submitted DSRIP Project Plan,
- Provide application review supporting documentation to the state.
- Submit a recommendation report to the state to accept or deny applicant based on DSRIP Project Plan, and
- Provide application review supporting documentation to the state.

2) **DSRIP Performing Provider System Mid-Point Assessment Duties:** Deliverables in this area include all items mentioned in Section C.2 of the Assessor FAS. **Assessor payment in this area will be based on the number** of **DSRIP Performing Provider Systems in the program at the start of DY3**. The assessor shall receive payment for all items in this category *after the last deliverable* in section C.2 has been submitted to, and the submitted work is deemed satisfactory by, the state. If any of the deliverables in this category are submitted after the specified due date listed in Section C.9 (DOH has the authority to alter dates in Section C.9 timeline) of the Assessor FAS, the assessor shall forfeit 5% of the agreed upon deliverable payment for each 30- day period for which the item is late for the Mid-Point Assessment payment period. Items in this category include, but are not limited to:

Items in this category include, but are not limited to:

Assessor Responsibilities regarding the DSRIP Mid-Point Assessment:

- Create a DSRIP Mid-point Assessment Review Plan,
- Create a DSRIP Mid-point Assessment Review Tool,
- Conduct Initial Review of all submitted DSRIP Mid-point Reports,
- Communicate with DSRIP Performing Provider System, as needed, to carry out mid-point assessment duties,
- DSRIP Mid-point Assessment Report and Recommendations, and

- Provide Mid-point Assessment Supporting Documentation to the State

3) **<u>Learning Collaborative Duties</u>:** Deliverables in this area include all items mentioned in Section C.7 of the Assessor FAS. The assessor shall receive bi-annual DSRIP Year payment during DY1 – DY5 of the DSRIP demonstration (10 payments in total; please note that DY1 has a compressed timeframe) for all items in this category. Assessor payments in this area will be based on the number of DSRIP Performing Provider Systems in the program at two distinct time points highlighted below.

For payment in years DY1-DY3 (area 3a on the bid form), payment will be based on the number of PPS in the program at the start of DY1. Please note that the proposed bid for DY2 & DY3 should be a cumulative bid, encompassing the bid price in this area for both years. DY1, although based on the same number of PPS, has a different bid cell, because it encompasses a nine month time frame, rather than a twelve month time frame found in DY2 & DY3.

For payment in years DY4 & DY5 (area 3b on the bid form), payment will be based on the number of PPS in the program at the start of DY4 (after the findings of the mid-point assessment). Please note that the proposed bid for DY4 & DY5 should be a cumulative bid, encompassing the bid price in this area for both years.

The assessor will receive an initial 50% of the DY bid price for satisfactory completing the in-person Learning Collaborative meeting and delivering the meeting report to the state. The assessor will receive the remaining 50% of the yearly allocation at the DSRIP year-end if they have satisfactory completed, to the state's approval, other reports and administrative duties of the Learning Collaborative. If any of the deliverables in this category are submitted after the specified due date listed in Section C.9 (DOH has the authority to alter dates in Section C.9 timeline) of the Assessor FAS, or do not meet the state's approval, the assessor shall forfeit 5% of the agreed upon deliverable payment for each 30- day period for which the item is late during that Learning Collaborative payment period. Items in this category include, but are not limited to:

Assessor Responsibilities regarding DSRIP Learning Collaboratives:

- Establish Framework for Learning Collaborative
- Create and maintain a Learning Collaborative Website,
- Provide Performing Provider Systems with regional "innovator agents",
- Convene and manage Learning Collaborative Meetings
- At least one annual face-to-face statewide meeting,
- Facilitate monthly calls and/or webinars with Performing Provider Systems,
- Create Learning Collaborative Reports
- Learning Collaborative Subcontractor Oversight Plan

4) **<u>DSRIP Database / Centralized Electronic Information Repository</u>**: Deliverables in this area include all items mentioned in Section C.6 of the Assessor FAS. Assessor payments in this area will be based on either the number of completed DSRIP Project Plan applications (for DY0 or section 4a of the bid form) or based on the number of DSRIP Performing Provider Systems in the program at two distinct points highlighted below. The assessor shall receive one payment in DY0 for creating the DSRIP database/repository at its satisfactory completion. For DY1-5, the assessor will receive bi-annual DSRIP Year payment for staffing, maintenance, updates and general upkeep of the database (DY1 will have a shorter bi-annual timeframe). For DY6, the assessor will receive one payment (for 2 months) to fulfill any staffing, maintenance, updates and general upkeep of the database after the work has satisfactorily been completed.

For DY0 (section 4a of the bid form), assessor payment in this area will be based on the number of completed DSRIP Project Plan applications.

For payment in years DY1-DY3 (area 4b on the bid form), payment will be based on the number of PPS in the program at the start of DY1. Please note that the proposed bid for DY2 & DY3 should be a cumulative bid, encompassing the bid price in this area for both years. DY1, although based on the same number of PPS, has a different bid cell, because it encompasses a nine month time frame, rather than a twelve month time frame found in DY2 & DY3.

For payment in years DY4 – DY6 (area 4c on the bid form), payment will be based on the number of PPS in the program at the start of DY4 (after the findings of the mid-point assessment). Please note that the proposed bid for DY4 & DY5 should be a cumulative bid, encompassing the bid price in this area for both years. DY6, although based on the same number of PPS in the program, has a different bid cell, because it encompasses a two month time frame, rather than a twelve month time frame found in DY4 & DY5.

If any of the deliverables in this category are submitted after the specified due date listed in Section C.9 (DOH has the authority to alter dates in Section C.9 timeline) of the Assessor FAS, or do not meet the state's approval, the assessor shall forfeit 5% of the agreed upon deliverable payment for each 30- day period for which the item is late during that DSRIP Data Base payment period. Items in this category include, but are not limited to:

Assessor Responsibilities regarding Data Reporting and Storage System Requirements:

- Create a centralized storage and retrieval of deliverables,
- Maintenance and upkeep of database.

5) **DSRIP Reporting, Monitoring, Technical Assistance, and At-Risk Projects:** Deliverables in these areas are seen as on-going and include all items mentioned in Sections C.3, C.4 and C.5 of the Assessor FAS, **including any "start-up" costs**.

The assessor shall receive quarterly payments during DY0-DY5 of the DSRIP demonstration during (22 payments in total) for all items in this category. For the condensed timeframe in years DY0 & DY1, each of the three quarterly payments will equate to 33% of the bid price for satisfactory completing the duties from section C.3, C.4 and C.5 in the given quarter. For DY2-DY5, each of the quarterly payments will equate to 25% of the yearly allocation of this category for satisfactory completing the duties from section C.3, C.4 and C.5 in the given quarter. For DY 6, the assessor will receive one payment (for 2 months) for satisfactory completing the duties from section C.3, C.4 and C.5 in DY6.

For DY0 (section 5a of the bid form), assessor payment in this area will be based on the number of completed DSRIP Project Plan applications.

For payment in years DY1- DY3 (area 5b on the bid form), payment will be based on the number of PPS in the program at the start of DY1. Please note that the proposed bid for DY2 & DY3 should be a cumulative bid, encompassing the bid price in this area for both years. DY1, although based on the same number of PPS, has a different bid cell, because it encompasses a nine month time frame, rather than a twelve month time frame found in DY2 & DY3.

For payment in years DY4 – DY6 (area 5c on the bid form), payment will be based on the number of PPS in the program at the start of DY4 (after the findings of the mid-point assessment). Please note that the proposed bid for DY4 & DY5 should be a cumulative bid, encompassing the bid price in this area for both years. DY6, although based on the same number of PPS in the program, has a different bid cell, because it encompasses a two month time frame, rather than a twelve month time frame found in DY4 & DY5.

If any of the deliverables in these categories for a given deliverable timeframe are submitted after the specified due date listed in Section C.9 (DOH has the authority to alter dates in Section C.9 timeline) of the Assessor FAS, or does not meet the state's approval, the assessor shall forfeit 5% of the agreed upon deliverable payment for the given payment period, every 14 calendar days the item is late. Items in this category include, but are not limited to:

Assessor Responsibilities regarding the DSRIP Reporting & Monitoring:

- Develop templates for all DSRIP reports (as needed),
- Develop review tools for all DSRIP reports,

- Review, monitor and provide oversight of all DSRIP Reports for accuracy and compliance,
- Ensure reporting capabilities are compatible with State Data Portal,
- Provide monthly Reporting Review Summaries for each Performing Provider System to DOH,
- Create all Reporting Summaries for CMS,
- Conduct Annual On-Site Visits of all Performing Provider system, and
- Develop Summary Reports of Visits for the State.

Assessor Responsibilities regarding At-Risk Project Identification, Guidance and Monitoring:

- Identify at-risk DSRIP Projects and PPSs,
- Create additional benchmarks for At Risk Projects,
- Monitor additional benchmarks for At Risk Projects.

Assessor Responsibilities regarding Technical Assistance for DSRIP Projects:

- Technical assistance for DSRIP Projects
- Reporting of technical assistance given to DSRIP Projects

6) **DSRIP COPA Applicant Reviews and Accountable Care Organization (ACO) Application Reviews:** Deliverables in this area include all items mentioned in Section C.10 as well as section C.11 of the DSRIP Assessor FAS and are expected to be carried out on an ongoing basis as needed. **Assessor payment in this area will be based on the number of completed COPA and ACO applications reviews by the assessor from emerging Performing Provider Systems (DY0) or Performing Provider Systems (DY1-DY5) in a given year.**

For DY0 – DY6 (section 6 of the bid form), the assessor shall receive one an annual payment for all items in this category *after the last deliverables* in Sections C.10 and C.11. have been submitted to, and the submitted work is deemed satisfactory, by the Department for each demonstration year the COPA and ACO reviews take place.

If any of the deliverables in this category are submitted after the specified due date listed in the Section C.9 Timeline (DOH has the authority to alter dates in Section C.9 timeline), the assessor shall forfeit 5% for each 30-day period for which the item is late for the given payment period. Items in this category include, but are not limited to:

- performing the COPA and ACO reviews according to the criteria provided in this FAS and in New York State statute and regulation.

D.5.2. Financial Capacity and Stability

Bidders should be prepared, at any point during the evaluation, to provide evidence of their organization's financial stability in order to confirm their ability to perform the terms and conditions of this contract. Evidence includes independently audited financial statements (not annual reports) for the last three full years of operations. If these reports are considered proprietary in nature, indicate this with the submission. If a bidder is not required to have independent audits performed, a statement to that effect should be included with the submission, and evidence of financial ability to perform this project should be provided for the same time period.

D.5.3. Vendor Responsibility Attestation

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

This document is explained in detail in Section E.9.

D.6. Selection Method and Award

The Commissioner of Health will establish a FAS review team with professional expertise in the area of both the administration of the New York State Medicaid program and the delivery of health care services. Proposals deemed by the Department to have met the minimum requirements as outlined in Section D.1. will have both their technical and cost proposal evaluated.

The selected review team will evaluate the proposals made in response to this FAS in the process of recommending a contractor for selection by the Commissioner according to a methodology chosen by the Department of Health. The review team will recommend to the Commissioner the bidder determined to be best qualified perform the FAS project specifications. The criteria used to evaluate the responses to this FAS will include:

- **Work experience related to performing the DSRIP assessor's functions;**
- **Level of staffing resources and their professional expertise;**
- **Technological capacity and innovation;**
- **Reporting and data analytic capacity;**
- **Health care quality assessment and evaluation expertise;**
- **Health care economics evaluation expertise;**
- **Quality of responses to Technical Evaluation; and**
- **Bid price**

In performing this evaluation, the review team may consider any other relevant information derived from the respondent's current or past employers as well as the Department's previous experience with the respondent's work performance.

D.6.1. Notification of Award

After evaluation and selection of the successful bidder, all applicants will be notified in writing of the selection or non-selection of their proposals. The name of the successful bidder will be disclosed.

Once an award has been made, bidders may request a debriefing with regard to 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 ten (10) business days from date of award or non-award announcement.
Press releases by any bidder pertaining to this project shall not be made without prior written approval of, and in conjunction with, the Department of Health.

SECTION E: ADMINISTRATIVE REQUIREMENTS

E.1. Issuing Agency

This FAS is a solicitation issued by the NYS Department of Health. The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

E.2. Inquiries

Any questions concerning this solicitation must be directed to:

Mark Bertozzi Ph.D.
New York State Department of Health
Office of Health Insurance Programs
One Commerce Plaza, Room 720 c/o Empire State Plaza
Corning Tower
Albany, NY 12237
Email: Mark.Bertozzi@Health,NY.Gov

To the degree possible, each inquiry should cite the FAS section and paragraph to which it refers. Written questions will be accepted until the date and time posted on the cover of this FAS.

Prospective bidders should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the question and answer period due date.

Questions and answers, as well as any updates or modifications, will also be posted on the Department's website at http://www.health.ny.gov/funding. All such updates will be posted on or about the date identified on the cover sheet of this FAS. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

Non- Mandatory Bidders Conference

There will be a Non–Mandatory bidders conference concerning the DSRIP Independent Assessor procurement:

- Prospective bidders wishing to attend the conference must do so in person.
- There is no maximum number of attendees a prospective bidder may bring to the bidders conference.
- Attendees must register at the time of attendance at the bidders conference.
- Information concerning the time and place of the bidders conference will be posted along with the DSRIP Independent Assessor Funding Availability Solicitation on the Department's DSRIP website. http://www.health.ny.gov/health_care/medicaid/redesign/delivery_system_reform_incentive_payment_program.htm

E.3. Submission of Proposals

Interested bidders should submit 12 complete sets of both the technical and cost proposal: 2 originals and 10 bound exact copies in hardcopy format and an electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only. The hardcopy sets and CD of the technical proposal should be packaged, labeled and sealed separately from the hardcopy sets and CD of the cost proposal. The separate technical and cost packages should be mailed as one parcel.

In case of any discrepancy between the electronic and the hard copy documents, the hard copy original shall supersede.

The responses to this FAS should be clearly labeled **"Funding Availability Solicitation (FAS) Delivery System Reform Incentive Payment Program Independent Assessor"** and submitted to:

Mr. Mark Bertozzi Ph.D.
New York State Department of Health
Office of Health Insurance Programs
Division of Program Development and Management
One Commerce Plaza, Room 720
c/o Empire State Plaza
Corning Tower
Albany, NY 12237

It is the responsibility of the bidder to see that complete copies of the proposal are delivered to the Department of Health prior to the date and time of the bid due date as indicated on the Schedule of Key Events. Bids not received by the due date and time will not be considered.

E.4. Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all proposals received in response to the FAS;
2. Withdraw the FAS at any time, at the agency's sole discretion;
3. Make an award under the FAS in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the FAS;
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 FAS;
7. Prior to the proposal due date as indicated on the Schedule of Key Events, amend the FAS specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the proposal due date as indicated on the Schedule of Key Events, direct bidders to submit proposal modifications addressing subsequent FAS 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. Under the authority given to the Commissioner in Section 365-h of Social Services Law, select and negotiate with the successful bidder(s) best suited to serve the purposes set forth in the statute and the FAS;
13. Select and conduct contract negotiations with other bidders which, in the discretion of the Commissioner, are best suited to serve the purposes of Section 365-h of the Social Services Law and the FAS, should the agency be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 365 calendar days from the bid opening; and,

16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

E.5. Public Information

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

E.6. Voucher Submission, Payment and Supporting Documentation

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

- Preferred method: Email a .pdf copy of your signed voucher to the New York State Business Services Center (BSC) at: DOHaccountspayable@ogs.ny.gov

- Alternate Method: Mail vouchers to BSC at the U.S. postal address to be specified in the contract.

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.ny.gov/epay/index.htm, by email at epayments@osc.state.ny.us or by telephone at 855-233-8363. Contractor acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

- The contractor must provide complete and accurate billing invoices.

- The contractor will submit invoices, along with required deliverables, as indicated in Section D.5.1, as required by the FAS.

- All claims for payment submitted by the contractor pursuant to this agreement shall be submitted to the State no later than 30 days after the end of the payment period for which reimbursement is being claimed.

- Monthly claims for payment will not be paid until all required deliverables for that period are submitted and deemed acceptable by the Department. This monthly payment is an all-inclusive reimbursement under the contract and will be the only compensation received by the contractor for performing the DSRIP assessor duties procured by the state through this FAS.

- The payment may reflect the penalties for late completion of deliverables as determined by the Department of Health described in Section D.5.1.

E.7. Term of Contract

2014-15 Enacted State Budget (see Section C.11. Authorizing Procurement Statute) authorizing the Commissioner of Health to enter into contracts for the purpose of assisting the Department of Health with implementing projects authorized by the Centers for Medicare and Medicaid Services under its approved amendment to the 1115 Partnership Plan “without a competitive bid or request for proposal process”, requires that the term of any such contracts cannot extend beyond March 31, 2019.

Based on current legislated authority, the Department will award a contract pursuant to this FAS for the period July 15, 2014 through March 31, 2019. Should that authority be extended in the future, the resulting contract may be extended by the Department. It is the Department's intent that an assessor contract be in place for the entire period of the DSRIP assessor’s role.

The contract 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 contract shall be deemed terminated and canceled.

E.8. Early Termination Transition Plan

If the contract is terminated before the end of the contract period, the bidder will work with the State to transition any documents, reports, files, activities, and responsibilities to the Department, or its designee, to maintain and continue these state and federally mandated requirements.

E.9. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors should file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.ny.gov/vendrep or go directly to the VendRep system online at https://portal.osc.ny.gov. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.ny.gov /vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 21).

E.10. State Consultant Services Reporting

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

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

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

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.ny.gov/procurement/.

E.11. Lobbying Statute

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

1. Makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;

2. Requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;

3. Requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;

4. Authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;

5. Directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;

6. Requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;

7. Expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;

8. Modifies the governance of the New York State Commission on Public Integrity;

9. Provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;

10. Increases the monetary threshold which triggers a lobbyists obligations under the Lobbying Act from $2,000 to $5,000; and

11. Establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as "new State Finance Law."

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Commission on Public Integrity regarding procurement lobbying, the Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (see Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Commission on Public Integrity.

E.12. Accessibility of State Agency Web-based Intranet and Internet Information and Applications

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, "Accessibility Web-based Information and Applications", and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

E.13. Information Security Breach and Notification Act

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or

password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: http://www.dhses.ny.gov/ocs/breach-notification/.

E.14. New York State Tax Law Section 5-a

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than $100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.
This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

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

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

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

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf and

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

E.15. Piggybacking

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

E.16. Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

New York State Law

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

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

Business Participation Opportunities for MWBEs

For purposes of this solicitation, New York State Department of Health hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned

Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that New York State Department of Health may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: http://www.esd.ny.gov/mwbe.html.
For guidance on how New York State Department of Health will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

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

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

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

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

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

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

D. New York State Department of Health may disqualify a Bidder as

being non-responsive under the following circumstances:

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

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

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

Equal Employment Opportunity Requirements

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

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

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic

characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

ENCOURAGING USE OF NEW YORK BUSINESSES IN CONTRACT PERFORMANCE

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

SECTION F: DEFINITIONS (DSRIP Glossary)

Achievement Value: Points received by a Performing Provider System for reaching a specified performance target/milestone during a specific reporting period. Achievement values are either expressed as 0=not meeting benchmark or 1=meeting benchmark. Achievement Values are used to determine incentive payments based on performance.

Advanced Primary Care (APC): Leading model for efficient management and delivery of quality health care services that builds on the principles embodied by the NCQA-certified medical home. An APC practice utilizes a team approach, with the patient at the center. The care model emphasizes prevention, health information technology, care coordination and shared decision-making among patients and their providers. The APC model is designed to leverage the strengths of New York State's emerging NCQA-certified medical homes while laying out a graduated path for all practices to advance toward integrated care.

Agency for Healthcare Research and Quality (AHRQ): Federal agency charged with improving the quality, safety, efficiency, and effectiveness of and effectiveness of health care for all Americans.

Attachment I: An attachment to the NY DSRIP Special Terms and Conditions that contain the Program Funding and Mechanics Protocol. Attachment I describes the review and valuation process for DSRIP project plans, incentive payment

methodologies, reporting requirements, and penalties for missed milestones.

Attachment J: An attachment to the NY DSRIP Special Terms and Conditions that contain the Strategies Menu and Metrics Attachment J details the specific delivery system improvement strategies and metrics that are eligible for DSRIP funding. The strategies are listed in Part I and the metrics are listed in Part II.

Attribution: A formula used to determine how a population is assigned to an affiliated group of providers responsible for the care of the population. For DSRIP, attribution will be done utilizing a hierarchical geographic and service loyalty methodology, to ensure that a beneficiary is only assigned to one Performing Provider System.

Avoidable Hospital Use: This term is used to designate all avoidable hospital service use including avoidable emergency department use, avoidable hospital admissions and avoidable hospital readmissions within 30 days. This can be achieved through better aligned primary care and community based services, application of evidence based guidelines for primary and chronic disease care, and more efficient transitions of care through all care settings.

Baseline Data: A set of data collected at the beginning of a study or before intervention has occurred. For DSRIP, Performing Provider System improvement targets will be established annually using the *baseline data* for DY 1 and then annually thereafter for DY2-5. The state must use existing data accumulated prior to implementation to identify performance goals for performing providers.

Behavioral Interventions Paradigm in Nursing Homes (BIPNH): As an additional behavioral health measure for provider systems, this strategy uses SNF skilled nurse practitioners and psychiatric social workers to provide early assessment, reassessment, intervention and care coordination to reduce transfer of patients from a SNF facility to an acute care hospital by early intervention strategies, to stabilize patients before crisis levels occur.

Center for Medicare and Medicaid Services (CMS): Federal agency responsible for administering Medicare and overseeing state administration of Medicaid.

Clinical Improvement Milestones: Noted under Domain 3, these milestones focus on a specific disease or service category, e.g., diabetes, palliative care, that is identified as a significant cause of avoidable hospital use by Medicaid beneficiaries. Milestones can either relate to process measures or outcome measures and can be valued either on reporting or progress to goal, depending on the metric. Every Performing Provider System must include one strategy from behavioral health. Payment for performance on these outcome milestones will be based on an objective demonstration of improvement over baseline, using a valid, standardized method.

Coalition: Partnerships that are formed between providers to apply collectively as a single Performing Provider System (PPS). Coalitions must designate a lead coalition provider who will be held responsible for ensuring that the PPS meets all

the requirements of the DSRIP program. Coalitions will be evaluated on performance on DSRIP milestones collectively as a single Performing Provider System.

Consumer Assessment of Healthcare Providers and Systems (CAHPS): Surveys that ask consumers and patients to report on and evaluate their experiences with health care. The surveys cover topics that are important to consumers and focus on aspects of quality that consumers are best qualified to assess, such as the communication skills of providers and ease of access to health care services. The CAHPS program is funded and overseen by the U.S. Agency for Healthcare Research and Quality (AHRQ).

Designated State Health Programs (DSHP): State health programs not normally eligible for matching federal funds. Under the 1115 Partnership Waiver, CMS has the authority to match funding for state health programs in which CMS recognizes as providing a vital service to Medicaid beneficiaries.

Delivery System Reform Incentive Payment Program (DSRIP): As part of New York's Medicaid Redesign Team (MRT) Waiver Amendment, DSRIP's purpose is to fundamentally restructure the health care delivery system by reinvesting in the Medicaid program, with the primary goals stabilizing the safety-net system and reducing avoidable hospital use by 25% over 5 years. DSRIP is the largest piece of the MRT Waiver Amendment with a total allocation of $6.9 billion.

Domain: Overarching areas in which DSRIP strategies are categorized. Performing Provider Systems must employ strategies from the domains two through four in support of meeting project plan goals and milestones. Domain one is encompasses project process measures and does not contain any strategies. The Domains are:

- Domain 1: Overall Project Progress
- Domain 2: System Transformation
- Domain 3: Clinical Improvement
- Domain 4: Population-wide Strategy Implementation

DSRIP Plan Checklist: Criteria used to review submitted DSRIP Plans to ensure completeness. The checklist will be utilized as a robust review process for each submitted DSRIP Project.

DSRIP Project: Individual method created by a Performing Provider System to transform the delivery of care that support Medicaid beneficiaries and uninsured as well as address the broad needs for the population the performing provider system serves. DSRIP projects will be designed to meet and be responsive to community needs while meeting 3 key elements: appropriate infrastructure, integration across settings and assumes responsibility for a define population.

DSRIP Project Plan: Detailed plans that Performing Provider Systems submit to the state detailing DSRIP strategies they have selected to be directly responsive to the needs and characteristics of the their community in order to DSRIP's objectives.

DSRIP Strategies: A cluster DSRIP projects grouped together because they address the same issue within a given Domain. For each collection of strategies, there is a set of metrics that the performing provider system will be responsible for if they do any one of the projects within that strategy.

Evaluation Plan: Part of the DSRIP pre-implementation activities, the state must submit an evaluation plan for DSRIP, including the budget and adequacy of approach to meet the scale and rigor of the requirements of Special Terms and Conditions (STC's), and also provide the identification of the selected Independent Evaluator.

Federal Financial Participation (FFP): The portion of Medicaid health program expenditures that are paid by a Federal Government.

Health Resources and Services Administration (HRSA): An agency of the U.S. Department of Health and Human Services, HRSA is the primary Federal agency for improving access to health care services for people who are uninsured, isolated or medically vulnerable.
HRSA's grantees provide health care to uninsured people, people living with HIV/AIDS, and pregnant women, mothers, and children. HRSA also supports the training of health professionals, the distribution of providers to areas where they are needed most, and improvements in health care delivery.

Healthcare Effectiveness Data and Information Set (HEDIS): Tool used by more than 90 percent of America's health plans to measure performance on important dimensions of care and service. Altogether, HEDIS consists of 75 measures across 8 domains of care. The NCQA collects HEDIS data directly from Health Plan Organizations and Preferred Provider Organizations for multiple purposes and the data collected are maintained in a central database with strict controls to protect confidentiality.

High Performance Fund: A portion of the Public Hospital Transformation Fund and Safety Net Performance Provider System Transformation Fund will be set aside to reward Performing Provider Systems that exceed their metrics and achieve high performance by exceeding a preset higher benchmark for reducing avoidable hospitalizations or for meeting certain higher performance targets for their assigned behavioral health population.

Independent Assessor: An independent entity, with expertise in delivery system improvement, whose role is to conduct a transparent review of all proposed/submitted DSRIP project plans and make project approval recommendations to the state using CMS-approved criteria. In addition, the independent assessor will also assist with the mid-point assessment and any other ongoing reviews of DSRIP project plan.

Independent Evaluator: An independent entity, with expertise in delivery system improvement, who's role is to assist with continuous quality improvement within DSRIP.

Index Score: An evaluation or score assigned to DSRIP projects, based on five elements (1. Potential for achieving system transformation, 2. Potential for reducing preventable event, 3. % of Medicaid beneficiaries affected by project, 4. Potential Cost Savings and 5. Robustness of Evidence Based suggestions). Project index scores are set by the state and are released prior to the application period.

Integrated Delivery System (IDS): An organized, coordinated, and collaborative network of various healthcare providers that care connected with the aim to offer a coordinated, continuum of services to a particular patient population or community. A goal of an efficient Integrated Delivery System is to be accountable, both clinically and fiscally, for the clinical outcomes and health status of the population or community served, and has systems in place to manage and improve them.

INTERACT Project: INTErventions to Reduce Acute Care Transfers is a quality improvement program that focuses on inpatient transfer avoidance for SNF, the management of acute change in a resident's condition to stabilize the patient and avoid transfer to an acute care facility. The program includes clinical and educational tools and strategies for use in every day practice in long-term care facilities. The current version of the INTERACT Project was developed by the Interact interdisciplinary team under the leadership of Dr. Ouslander, MD with input from many direct care providers and national experts in projects based at Florida Atlantic University (FAU) supported by the Commonwealth Fund. There is significant potential to further increase the impact of INTERACT by integrating INTERACT II tools into nursing home health information technology through a standalone or integrated clinical decision support system.

Intergovernmental Transfer (IGT): IGT entities are entities that are eligible to contribute allowable governmental funds for use by the state for the non-federal share of DSRIP payments for a Performing Provider System. They include government-owned Hospitals and other government entities such as counties.

Interim Access Assurance Fund (IAAF): Temporary, time limited, funding available from an IAAF to protect against degradation of current access to key health care services and avoid gaps in the health delivery system. New York is authorized to make payments for the financial support of selected Medicaid providers.

Lead Coalition Provider: Provider that is primarily responsible for ensuring that the coalition partnerships meet all requirements of performing provider systems (PPS), including reporting to the state and CMS.

Learning Collaborative: Learning collaboratives are required forums for Performing Provider Systems to share best practices and get assistance with implementing their DSRIP projects. The state will support regular learning collaboratives regionally and at the state level (with at least one face -to-face statewide collaborative annually), and may be organized either geographically, by the goals of the DSRIP, or by the specific DSRIP projects. Learning collaboratives should primarily be focused on learning (through exchange of ideas at the front lines) rather than teaching (i.e. large conferences).

Maximum Application Valuation: Represents the highest possible financial value placed on a Performing Provider System's final DSRIP plan. The Maximum Application Valuation is the sum of the of all the maximum project valuation for each of the projects within a Performing Provider System DSRIP application.

Maximum Project Valuation: Represents the highest possible financial value placed on an individual project within a Performing Provider System's final DSRIP plan.

Meaningful Use (MU): The American Recovery and Reinvestment Act of 2009 authorizes the Centers for Medicare & Medicaid Services (CMS) to provide incentive payments to eligible professionals (EPs) and hospitals who adopt, implement, upgrade, or demonstrate meaningful use of certified electronic health record (EHR) technology. Meaningful Use is defined by the use of certified EHR technology in a meaningful manner (for example electronic prescribing); ensuring that the certified EHR technology is connected in a manner that provides for the electronic exchange of health information to improve the quality of care; and that in using certified EHR technology the provider must submit to the Secretary of Health & Human Services (HHS) information on quality of care and other measures.

Measure Steward: An individual or organization that owns a measure and is responsible for maintaining the measure.

Metric Specification Guide: A state developed guide that will provide additional information on the metrics and measures, data sources for each measure (whether the measure is collected by the state or the provider), the reference for the data steward for each metric (i.e. the National Quality Forum reference number, etc.) and the high performance level for each pay-for-performance metric.

Mid-point assessment: As part of the DSRIP review and ongoing funding, during DY3 of DSRIP, the state's independent assessor shall assess Performing Provider Systems performance to determine whether their DSRIP project plans merit continued funding and provide. Based on the findings, the independent assessor makes a recommendation to the state. The state then uses the assessor's recommendations to determine whether a project plan should be continued, discontinued or continued with alterations to the project plan.

Milestone: DSRIP project actions or activity goals, achieved over time.

MRT Waiver Amendment: An amendment allowing New York to reinvest $8 billion in Medicaid Redesign Team generated federal savings back into NY's health care delivery system over five years. The Waiver amendment contains three parts: Managed Care, State Plan Amendment and DSRIP. The amendment is essential to implement the MRT action plan as well as prepare for ACA implementation.

National Committee for Quality Assurance NCQA: A private, not-for-profit organization dedicated to improving health care quality. Since its founding in 1990, NCQA has been a central figure in driving improvement throughout the health care system, helping to elevate the issue of health care quality to the top of the national

agenda. NCQA has helped to build consensus around important health care quality issues by working with large employers, policymakers, doctors, patients and health plans to decide what's important, how to measure it, and how to promote improvement.

New York State Health Innovation Plan (SHIP): - In April 2013, the New York State Department of Health was awarded a State Innovation Models (SIM) grant by the Centers for Medicare and Medicaid Innovation (CMMI) to develop a State Healthcare Innovation Plan (hereafter "the Plan") and is the roadmap to achieve the "Triple Aim" for all New Yorkers: improved health, better health care quality and consumer experience, and lower costs. The intent and goal of the Plan is to identify and stimulate the spread of promising innovations in health care delivery and finance that result in optimal health outcomes for all New Yorkers.

Partnership Plan (NY): – As part of Section 1115 of the Social Security Act, the Partnership Plan Section 1115(a) Demonstration for New York, uses a managed care delivery system to create efficiencies in the Medicaid program and enable the extension of coverage to certain individuals who would otherwise be without health insurance. CMS has approved New York's request for an amendment to New York's Partnership Plan, authorizing the creation of a Delivery System Reform Incentive Payment (DSRIP) Fund.

Patient Centered Medical Home (PCMH): A way of organizing primary care that emphasizes care coordination and communication to provide patients with timely, well-organized and integrated care, and enhanced access to teams of providers within a health care organization.

Pay-for-Performance (P4P): Payment model that rewards providers for meeting certain pre-established performance targets or measures for quality and efficiency.

Pay-for- Reporting (P4R): Payment model that rewards providers for reporting on certain pre-determined metrics.

Percentage Achievement Value (PAV): The ratio of the actual Achievement Value (AV) points earned by a Performing Provider System for meeting performance metrics during a reporting period to the total possible achievement value points that could have been earned by the Performing Provider System during the reporting period.

Performing Provider Systems (PPS): Entities that are responsible for performing a DSRIP project. DSRIP eligible providers, which include both major public general hospitals and safety net providers, collaborating together, with a designated lead provider for the group.

Plan Application Score: Each Performing Provider System's final plan application will receive a score (out of 100 possible points) base on the application's fidelity to the project description, likelihood of achieving DSRIP objectives by implementing the project. The plan application score is one variable used in calculating the maximum value of a project.

Population-wide Project Implementation Milestones: Also known as Domain 4, DSRIP performing provider systems responsible for reporting progress on measures from the New York State Prevention Agenda. These metrics will be measured for a geographical area denominator of all New York State residents, already developed as part of the Prevention Agenda: http://www.health.ny.gov/prevention/prevention_agenda/2013-2017/index.htm

Potentially Preventable Emergency Room Visits (PPVs): Part of the nationally recognized measures for avoidable hospital use. The measures identify emergency room visits that could have been avoided with adequate ambulatory care.

Potentially Preventable Readmissions (PPRs): Part of the nationally recognized measures for avoidable hospital use. PPRs measure readmissions to a hospital following a prior discharge from a hospital and that is clinically-related to the prior hospital admission.

Prevention Agenda: As Part of Domain 4, Population-wide Strategy Implementation Milestones, the Prevention Agenda refers to the "blueprint for state and local action to improve the health of New Yorkers in five priority areas and to reduce health disparities for racial, ethnic, disability, socioeconomic and other groups who experience them", as part of New York State's Health Improvement Plan . Further information: http://www.health.ny.gov/prevention/prevention_agenda/2013-2017/index.htm

Prevention Quality Indicators – Adults (PQIs): Part of the nationally recognized measures for avoidable hospital use PQIs are a set of measures that can be used with hospital inpatient discharge data to identify quality of care for "ambulatory care sensitive conditions." These are conditions for which good outpatient care can potentially prevent the need for hospitalization, or for which early intervention can prevent complications or more severe disease. The PQIs are population-based and can be adjusted for covariates for comparison purposes. Additionally there are similar potentially preventable hospitalization measures for the pediatric population referred to as PDIs.

Prevention Quality Indicators – Pediatric (PDIs): Part of the nationally recognized measures for avoidable hospital use that can be used with hospital inpatient discharge data to provide a perspective on the quality of pediatric healthcare. Specifically, PDIs screen for problems that pediatric patients experience as a result of exposure to the healthcare system and that may be amenable to prevention by changes at the system or provider level. Similarly the PDIs are population based and can be also be adjusted for covariates for evaluation.

Project Design Grants: As part of the DSRIP pre-implementation activities, the state will provide allotted amounts to providers for DSRIP Design Grants from a designated Design Grant Fund. These grants will enable providers to develop specific and comprehensive DSRIP Project Plans. Applicants who receive project design grants are expected to submit a DSRIP project plan or they will have to refund DSRIP Project Design Grant awards.

Project Progress Milestones: Also known as Domain 1, measures the investments in technology, tools, and human resources that strengthen the ability of the performing provider systems (PPS) to serve target populations and pursue DSRIP project goals. The Project Progress milestones include monitoring of the project spending and post-DSRIP sustainability. In addition, submission of quarterly reports on project progress specific to the PPS DSRIP project and it's Medicaid and low-income uninsured patient population.

Project Toolkit: A state developed guide that will provide additional information on the core components of each DSRIP strategy, how they are distinct from one another, and the rationale for selecting each strategy (i.e. evidence base for the strategy and it's relation to community needs for the Medicaid and uninsured population). In addition, the strategy descriptions provided in the toolkit will be used as part of the DSRIP Plan Checklist and can serve as a supplement to assist providers in valuing projects.

Project Valuation: Process by which the state assigns monetary value to Performing Provider Systems' final project plans.

Public Hospital Transformation Fund: A DSRIP funding pool, available to Performing Provider System applicants led by a major public hospital system.

Quality Strategy: A requirement of the 1115 Waiver, delineates the goals of the NYS Medicaid managed care program and the actions taken by the New York State Department of Health (NYS DOH) to ensure the quality of care delivered to Medicaid managed care enrollees. The Strategy has evolved over time as a result of programmatic changes, member health needs, clinical practice guidelines, federal and state laws, lessons learned, and best practices; it has been successful as it has documented improvement in the quality of health care being provided to enrollees.

Rapid Cycle Evaluation: As part of the DSRIP Project Plan submission requirements, the Performing Provider Systems must include in its' plan, an approach to rapid cycle evaluation, which informs the system in a timely fashion of its progress, how that information will be consumed by the system to drive transformation and who will be accountable for results, including the organizational structure and process to be overseen and managed.

Review Tool: As part of the DSRIP project plan application review, the state, in collaboration with the independent assessor, will develop and use a standardized review tool used to review DSRIP project plans and ensure compliance with the DSRIP Special Terms and Conditions (STC's) and associated protocols. The review tool will define the relevant factors, assign weights to each factor, and include a scoring for each factor. Each factor will address the anticipated impact of the project on the Medicaid and uninsured populations consistent with the overall purpose of the DSRIP program.

Safety Net Performance Provider System Transformation Fund: A DSRIP

funding pool, available to non-public DSRIP eligible providers (includes hospitals, nursing homes, clinics including FQHCs, behavioral health providers….).

Safety Net Provider (SNP): Entities that provider care to underserved and vulnerable populations. The term "safety net" is used because for many low-income and vulnerable populations, safety net providers are the “invisible net of protection” for individuals whose lack of health coverage or other social and economic vulnerabilities limits their ability to access mainstream medical care.

Below is the DSRIP specific definition of safety-net provider:

The definition of safety net provider for hospitals will be based on the environment in which the performing provider system operates. Below is the safety net definition:

- A hospital must meet the following criteria to participate in a performing provider system:
    - Must be either a public hospital, Critical Access Hospital or Sole Community Hospital, or
    - Must pass two tests:
        1. At least 35 percent of all patient volume in their outpatient lines of business must be associated with Medicaid, uninsured and Dual Eligible individuals.
        2. At least 30 percent of inpatient treatment must be associated with Medicaid, uninsured and Dual Eligible individuals; or
    - Must serve at least 30 percent of all Medicaid, uninsured and Dual Eligible members in the proposed county or multi-county community. The state will use Medicaid claims and encounter data as well as other sources to verify this claim. The state reserves the right to increase this percentage on a case by case basis so as to ensure that the needs of each community’s Medicaid members are met.
- Non-hospital based providers, not participating as part of a state-designated health home, must have at least 35 percent of all patient volume in their primary lines of business and must be associated with Medicaid, uninsured and Dual Eligible individuals.
- Vital Access Provider Exception: The state will consider exceptions to the safety net definition on a case-by-case basis if it is deemed in the best interest of Medicaid members. Any exceptions that are considered must be approved by CMS and must be posted for public comment 30 days prior to application approval. Three allowed reasons for granting an exception are:
    - A community will not be served without granting the exception because no other eligible provider is willing or capable of serving the community.
    - Any hospital is uniquely qualified to serve based on services provided, financial viability, relationships within the community, and/or clear track record of success in reducing avoidable hospital use.
    - Any state-designated health home or group of health homes.
- Non-qualifying providers can participate in Performing Providers Systems. However, non-qualifying providers are eligible to receive DSRIP payments totaling no more than 5 percent of a project’s total valuation. CMS can approve payments above this amount if it is deemed in the best interest of Medicaid members attributed to the Performing Provider System.

Special Terms and Conditions (STC): Describes the general rules and requirements of the Delivery System Reform Incentive Payment (DSRIP) Program.

Statewide Accountability: New York State meeting overall state milestones as described in the STCs and Attachment I. Statewide achievement of performance goals and targets must be achieved and maintained for full access to the funding level as specified in the STCs.

Statewide Planning and Research Cooperative System (SPARCS): A comprehensive data reporting system established in 1979 as a result of cooperation between the health care industry and government. Initially created to collect information on discharges from hospitals, SPARCS currently collects patient level detail on patient characteristics, diagnoses and treatments, services, and charges for every hospital discharge, ambulatory surgery patient, and emergency department admission in New York State.

System Transformation Milestones: Also known as Domain 2, these are outcomes based on a community needs assessment, which reflect measures of inpatient/outpatient balance, increased primary care/community-based services utilization, rates of global capitation, partial capitation, and bundled payment of providers by Medicaid managed care plans and measures for patient engagement.

"Three M" 3M: A company that provides software for analysis of potentially preventable events.

Total Achievement Value: The sum of all Achievement Value (AV) points a Performing Provider System has obtain for meeting performance metrics during a reporting period.

Valuation Benchmark: An external benchmark expressed in a per capital value that is based on a similar delivery reforms and used in the project valuation process. The valuation benchmark is set based on the overall scope of applications received with a maximum statewide value on $15.

Vital Access Provider (VAP) Program: Funding available to qualified healthcare providers for supplemental financial assistance to improve community care in support of ensuring financial stability and advance ongoing operational change to improve community care.

SECTION G. LIST OF ATTACHMENTS

Attachment G Transmittal Form

Attachment H Bid Form

Attachment I Lobbying Form

Attachment J Vendor Responsibility Attestation

Attachment K NYS Department of Health M/WBE Procurement Forms

Attachment L Encouraging the use of New York Businesses in Contract Performances

Attachment M Sample Standard NYS Contract Language and Appendices

SECTION H. APPENDICES

The following will be incorporated as appendices into any contract resulting from this Funding Award Solicitation. This Funding Award Solicitation, excluding Attachment L "Sample Standard NYS Contract Language and Appendices" will, itself, be included as an appendix of the contract.

- APPENDIX A - Standard Clauses for All New York State Contracts

- APPENDIX B - Request for Proposal

- APPENDIX C - Proposal
  The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.

- APPENDIX D - General Specifications

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

  - Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

    - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

    - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

    - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.

  - Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

    - **CE-200,** Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

    - **DB-120.1** – Certificate of Disability Benefits Insurance

    - **DB-155** – Certificate of Disability Benefits Self-Insurance

- Appendix G - Notices

- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

- Appendix M - Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures

- Appendix X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

Attachment G

Transmittal Form
Delivery System Reform Incentive Program Independent Assessor - FAS
FAS# 15649

Bidder Full Corporate Name: _____

Corporate Address: _____
_____

NYS Vendor ID Number: _____ DUNS Number: _____

Type of Legal Business Entity: _____

Contact Person Information:
Name: _____
Title: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

Attestations (check ALL boxes signifying agreement):

- ❑ I certify that the above named bidder accepts the contract terms and conditions contained in this Funding Availability Solicitation (FAS), including any exhibits and attachments, and has received and acknowledges all Department amendments to the FAS; **AND**
- ❑ I certify that the above named bidder is authorized by the NY Department of State to conduct business in New York State or, if formed or incorporated in a jurisdiction other than New York, can provide a Certificate of Good Standing from the applicable jurisdiction or provide an explanation, subject to the sole satisfaction of the Department.

Use of Subcontractors Attestation (check only one):

- ❑ I certify that the proposal submitted by the above named bidder proposes to utilize the services of a subcontractor(s). Attached to this Transmittal Form is a list of subcontractors and a subcontractor summary for each. The summary document for each includes the information detailed in Section D.4.1. Subsection 7; **OR**
- ❑ I certify that the proposal submitted by the above named bidder does not propose to utilize the services of any subcontractor.

Conflict of Interest Attestation (check only one):

- ❑ I certify that there are business relationships and/or ownership interests for the above name bidder that may represent a conflict of interest for the organization as bidder, as described in Section D.3. of the FAS. Attached to this letter is a description of how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided and the bidder's knowledge and full compliance with the NYS Public Officer's Law, as amended, including but not limited to, Sections 73 and 74; **OR**
- ❑ I certify that no conflict of interest relationship exists for the above named bidder.

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

_____ Date: _____

Print Name: _____
Title: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

Attachment H

NEW YORK STATE
DEPARTMENT OF HEALTH

BID FORM:

PROCUREMENT TITLE: **Funding Availability Solicitation (FAS) Delivery System Reform Incentive Payment Program Independent Assessor**

Bids must be submitted on the Attachment H Bid Form for each of the 6 deliverable items indicated in the shaded cells on the bid form (bids should be included for every shaded cell)

For deliverable items 1 through 6 the bidder should enter a bid for the Performing Provider System application volume thresholds indicated (A. 1-25, B. 26-50, C. 51-75, D. 76 +).

The bidder may use the EXCEL version of the bid form posted with this FAS on the procurement website for calculation purposes.

(Chart on Next Page)

	Bid Form		DY 0	DY 1	DY 2	DY 3	DY 4	DY 5	DY 6	
	Deliverable		7/15/14 - 03/31/15	4/1/15 - 12/31/15	1/1/16 - 12/31/16	1/1/17 - 12/31/17	1/1/18 - 12/31/18	1/1/19 - 12/31/19	1/1/20 - 2/28/20	Total
1	**DSRIP Project Plan Application Duties**									
A	Total Cost	1 - 25 Apps								0
B	Total Cost	26 - 50 Apps								0
C	Total Cost	51 - 75 Apps								0
D	Total Cost	76+ Apps								0
2	**DSRIP PPS Mid-Point Assessment Duties**									
A	Total Cost	1 - 25 PPS								0
B	Total Cost	26 - 50 PPS								0
C	Total Cost	51 - 75 PPS								0
D	Total Cost	76+ PPS								0
3a	**Learning Collaborative Duties (DY1-DY3)**									
A	Total Cost	1 - 25 PPS								0
B	Total Cost	26 - 50 PPS								0
C	Total Cost	51 - 75 PPS								0
D	Total Cost	76+ PPS								0
3b	**Learning Collaborative Duties (DY4 & DY5)**									
A	Total Cost	1 - 25 PPS								0
B	Total Cost	26 - 50 PPS								0
C	Total Cost	51 - 75 PPS								0
D	Total Cost	76+ PPS								0
4a	**DSRIP Database / Centralized Electronic Information Repository**									
A	Total Cost	1 - 25 Apps								0
B	Total Cost	26 - 50 Apps								0
C	Total Cost	51 - 75 Apps								0
D	Total Cost	76+ Apps								0
4b	**DSRIP Database / Centralized Electronic Information Repository**									
A	Total Cost	1 - 25 PPS								0
B	Total Cost	26 - 50 PPS								0
C	Total Cost	51 - 75 PPS								0
D	Total Cost	76+ PPS								0
4c	**DSRIP Database / Centralized Electronic Information Repository**									
A	Total Cost	1 - 25 PPS								0
B	Total Cost	26 - 50 PPS								0
C	Total Cost	51 - 75 PPS								0
D	Total Cost	76+ PPS								0
5a	**DSRIP Reporting, Technical Assistance, and Monitoring Duties**									
A	Total Cost	1 - 25 PPS								0
B	Total Cost	26 - 50 PPS								0
C	Total Cost	51 - 75 PPS								0
D	Total Cost	76+ PPS								0
5b	**DSRIP Reporting, Technical Assistance, and Monitoring Duties**									
A	Total Cost	1 - 25 PPS								0
B	Total Cost	26 - 50 PPS								0
C	Total Cost	51 - 75 PPS								0
D	Total Cost	76+ PPS								0
5c	**DSRIP Reporting, Technical Assistance, and Monitoring Duties**									
A	Total Cost	1 - 25 PPS								0
B	Total Cost	26 - 50 PPS								0
C	Total Cost	51 - 75 PPS								0
D	Total Cost	76+ PPS								0
6	**Certificiate of Public Advantage (COPA) & Accountable Care Organizations (ACOs)**									
A	Total Cost	1 - 25 Apps								0
B	Total Cost	26 - 50 Apps								0
C	Total Cost	51 - 75 Apps								0
D	Total Cost	76+ Apps								0
									TOTAL	

FAS # 15649

Bidder Name: _____
Bidder Address: _____
_____
Bidder NYS Vendor ID No: _____

All final bids are subject to negotiation by the Department of Health.

Attachment I

NEW YORK STATE
DEPARTMENT OF HEALTH

Lobbying Form

PROCUREMENT TITLE: **Delivery System Reform Incentive Program Assessor**

Bidder Name:
Bidder Address:

Bidder Vendor ID #:
Bidder Federal ID#:

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

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

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

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

   No Yes

   If yes, please answer the next questions:

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

   No Yes

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

   No Yes

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

Governmental Entity:_____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

_____
_____
_____
_____
_____
(Add additional pages as necessary)

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

No Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

_____
_____
_____
_____
_____
(Add additional pages as necessary)

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

_____ _____
(Officer Signature) (Date)

_____
(Officer Title) (Telephone)

(e-mail Address)

Attachment J

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E.9., Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

☐ An on-line Vender Responsibility Questionnaire has been updated or created at NYS OSC's website: https://portal.osc.ny.gov 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

New York State Department of Health

M/WBE PROCUREMENT FORMS

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

Submitted with Bid:

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

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

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

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

Submitted by Successful Bidder Only:

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

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

- M/WBE Form #1 -

New York State Department of Health

BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder/Contractor Name:	
Vendor ID:	**Telephone No.**
RFP/Contract Title:	**RFP/Contract No.**

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

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

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

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

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

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

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

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

M/WBE UTILIZATION WAIVER REQUEST

Bidder/Contractor Name:	
Vendor ID:	**Telephone No.**
RFP/Contract Title:	**RFP/Contract No.**

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

_____
_____
_____
_____
_____

Include attachments below to evidence good faith efforts:

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

Section 4: Signature and Contact Information

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

Submitted by : _____ Title:_____

_____
Signature

- M/WBE Form #3 -

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

Contractor Name:	
Contract Title:	**Contract No.**

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

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

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

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

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

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

Submitted by : _____ Title:_____

_____
Signature

- M/WBE Form #4 -

New York State Department of Health

M/WBE STAFFING PLAN

Check applicable categories: ☐**Project Staff** ☐**Consultants**

☐**Subcontractors**

Contractor Name_____

Address _____

_____

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

_____

(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:

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

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

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

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

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

_____
Name & Title

_____
Signature & Date

- M/WBE Form #6 -

New York State Department of Health

WORKFORCE EMPLOYMENT UTILIZATION REPORT

Check applicable categories: ☐**Project Staff** ☐**Consultants**

☐**Subcontractors**

Contractor Name_____ **Contract #**_____

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

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

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

_____

(Name and Title)

_____

(Signature)

_____

Date

Revised 3/2013

Attachment L

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 M

SAMPLE STANDARD NYS CONTRACT LANGUAGE AND APPENDICES

MISCELLANEOUS / CONSULTANT SERVICES

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

NYS COMPTROLLER'S NUMBER: C#

ORIGINATING AGENCY GLBU: DOH01
DEPARTMENT ID: 3450000

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM

FROM:
TO:

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

FUNDING AMOUNT FOR CONTRACT TERM:

FEDERAL TAX IDENTIFICATION NUMBER:

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

NYS VENDOR IDENTIFICATION NUMBER:

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

MUNICIPALITY NO. (if applicable)

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

( ) IF MARKED HERE, THIS CONTRACT'S RENEWABLE FOR __ ADDITIONAL ONE-YEAR PERIOD(S) AT THE SOLE OPTION OF THE STATE AND SUBJECT TO APPROVAL OF THE COMMISIONER OF HEALTH

BID OPENING DATE:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT
Precedence shall be given to these documents in the order listed below.

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

X	APPENDIX H	Federal Health Insurance Portability and Accountability Act Business Associate Agreement
X	APPENDIX G	Notices
X	APPENDIX M	Participation by Minority Group Members and Women with respect to State Contracts: Requirements and Procedures

Contract No.: C#

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

CONTRACTOR	STATE AGENCY
_____	_____
By:_____	By:_____
_____	_____
Printed Name	Printed Name
Title:_____	Title: _____
Date:_____	Date:_____
	State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."
_____	_____

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

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

_____
(Signature and office of the individual taking acknowledgement)

STATE OF NEW YORK
AGREEMENT

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

WITNESSETH:

WHEREAS, the STATE has formally requested contractors to submit bid proposals for the project described in

Appendix B for which bids were opened on the date noted on the face pages of this AGREEMENT; and

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

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

I. Conditions of Agreement

A. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

B. The maximum compensation for the contract term of this AGREEMENT shall not exceed the amount specified on the face page hereof.

C. This AGREEMENT may be renewed for additional periods (PERIOD), as specified on the face page hereof.

D. To exercise any renewal option of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT. The modification agreement is subject to the approval of the Commissioner of Health.

E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

F. For the purposes of this AGREEMENT, the terms "Funding Availability Solicitation " and "FAS" include all Appendix B documents as marked on the face page hereof.

G. For the purposes of this AGREEMENT, the term "Proposal" includes all Appendix C documents as marked on the face page hereof.

II. Payment and Reporting

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

1. Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: DOHaccountspayable@ogs.ny.gov with a subject field as follows:
Subject:

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

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

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

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

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.ny.gov/epay/index.htm, by email at helpdesk@sfs.ny.gov or by telephone at 1-855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

III. Term of Contract

A. Upon approval of the Commissioner of Health, this AGREEMENT shall be effective for the term as specified on the cover page.

B. This Agreement may be terminated by mutual written agreement of the contracting parties.

C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor’s receipt therefor, such written notice to specify the Contractor’s failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.

D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.

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

IV. Proof of Coverage

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

A. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:

1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

2. C-105.2 – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR

3. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.

B. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:

1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

2. DB-120.1 – Certificate of Disability Benefits Insurance OR

3. DB-155 – Certificate of Disability Benefits Self-Insurance

V. Indemnification

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

January 2014

TABLE OF CONTENTS

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the

State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a noncollusive bidding certification on Contractor's behalf.

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess

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

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

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

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

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

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

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

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

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

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

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

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

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false

certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

STATE OF NEW YORK
AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

A. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

H. The maximum compensation for the contract term of this AGREEMENT shall not exceed the amount specified on the face page hereof.

I. This AGREEMENT may be renewed for additional periods (PERIOD), as specified on the face page hereof.

J. To exercise any renewal option of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT. The modification agreement is subject to the approval of the Commissioner of Health.

K. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

L. For the purposes of this AGREEMENT, the terms "Funding Availability Solicitation" and "FAS" include all Appendix B documents as marked on the face page hereof.

M. 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

C. The CONTRACTOR shall submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the

contract, the State Agency and the State Comptroller, to the STATE's designated payment office in order to receive payment to one of the following addresses:

1. Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: DOHaccountspayable@ogs.ny.gov with a subject field as follows:
   Subject: **<<Unit ID: 345XXXX>> <<Contract #>>**

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

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

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

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

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at helpdesk@sfs.ny.gov or by telephone at 1-855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

III. Term of Contract

E. Upon approval of the Commissioner of Health, this AGREEMENT shall be effective for the term as specified on the cover page.

F. This Agreement may be terminated by mutual written agreement of the contracting parties.

G. 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.

H. 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.

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

IV. Proof of Coverage

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

A. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:

4. 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

5. 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

6. 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:

4. 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

5. DB-120.1 – Certificate of Disability Benefits Insurance OR

6. DB-155 – Certificate of Disability Benefits Self-Insurance

VI. Indemnification

B. 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.

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

APPENDIX D
GENERAL SPECIFICATIONS

A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that all specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specifications, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.

B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, e-mail, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.

C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department, and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable, and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any excess cost on account thereof.

D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.

E. The Department of Health will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

G. The successful bidder will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.

H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

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

   a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

   b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

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

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

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

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

J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.

L. Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed for use in the application software provided to the Department as a part of this contract.

M. Technology Purchases Notification --The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"

1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over $20,000, or of other technology over $50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for

Technology.

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

N. Date/Time Warranty

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

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

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

2. Date/Time Warranty Statement

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

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

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

O. No Subcontracting Subcontracting by the contractor shall not be permitted except by prior written approval of the Department of Health. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

P. Superintendence by Contractor The Contractor shall have a representative to provide supervision of the work

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

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

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

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

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

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor

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

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

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and

2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

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

work is to be performed and the type or types of material or equipment that shall be used.

W. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:

   a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

   b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than $500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than $1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than $500,000 for damages arising out of damage to or destruction or property during any single occurrence and not less than $1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

      i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.

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

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

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

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from

Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

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

   Instructions for Certification

   a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

   c. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

   d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

   e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

   f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions.

   g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

   h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

   i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.

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

Y. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to

the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

Z. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:

   a. The NYS Department of Health, at the following address New York State Department of Health, Bureau of Contracts Room -2756, Corning Tower, Albany, NY 12237; and

   b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting -or via fax at (518) 474-8030 or (518) 473-8808; and

   c. The NYS Department of Civil Service, Albany NY 12239, ATTN: Consultant Reporting.

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

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

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

DD. On-Going Responsibility

1. General Responsibility Language: The CONTRACTOR shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Health or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

2. Suspension of Work (for Non-Responsibility) :The Commissioner of Health or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Health or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

3. Termination (for Non-Responsibility) : Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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

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

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

Appendix H

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

I. Definitions. For purposes of this Appendix H of this AGREEMENT:

A. "Business Associate" shall mean CONTRACTOR.

B. "Covered Program" shall mean the STATE.

C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of Business Associate:

A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.

B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.

C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

7. Any steps individuals should take to protect themselves from potential harm resulting from the breach;

8. 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

9. Contact procedures for Covered Program to ask questions or learn additional information.

D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health

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

E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.

F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.

G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.

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

I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.

III. Permitted Uses and Disclosures by Business Associate

A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.

B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.

C. Business Associate may disclose Protected Health Information as Required By Law.

IV. Term and Termination

A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health

Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.

C. Effect of Termination.

1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for

that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.

C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.

D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.

E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-

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 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

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

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

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

New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
   b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
   c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
   d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall

complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

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

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

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

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.

B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. For Waiver Requests Contractor should use Form #2 – Waiver Request.

B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall

evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

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

VII. Liquidated Damages - MWBE Participation

A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.

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

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

APPENDIX A

APPENDIX B: FUNDING AVAILABILITY SOLICITATION

To be added upon award

APPENDIX C: PROPOSAL OF BIDDER

To be added upon award.

APPENDIX D
GENERAL SPECIFICATIONS

A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that all specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specifications, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.

B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, e-mail, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.

C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department, and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable, and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any excess cost on account thereof.

D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.

E. The Department of Health will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

G. The successful bidder will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.

H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

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

   a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

   b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

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

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

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

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

J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.

L. Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed for use in the application software provided to the Department as a part of this contract.

M. Technology Purchases Notification --The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"

1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over $20,000, or of other technology over $50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.

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

N. Date/Time Warranty

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

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

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

2. Date/Time Warranty Statement

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

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

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

O. No Subcontracting Subcontracting by the contractor shall not be permitted except by prior written approval of the Department of Health. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

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

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

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

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

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

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor

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

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

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and

2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

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

W. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:

   a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

   b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than $500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit

for that person, not less than $1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than $500,000 for damages arising out of damage to or destruction or property during any single occurrence and not less than $1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.

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

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

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

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

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

Instructions for Certification

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.

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

Y. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net

proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

Z. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:

   a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and

   b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 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, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

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

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

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

DD. On-Going Responsibility

1. General Responsibility Language: The CONTRACTOR shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Health or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

2. Suspension of Work (for Non-Responsibility) :The Commissioner of Health or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Health or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

3. Termination (for Non-Responsibility) : Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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

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

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

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

APPENDIX G: NOTICES

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

(f) via certified or registered United States mail, return receipt requested;

(g) by facsimile transmission;

(h) by personal delivery;

(i) by expedited delivery service; or

(j) 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 H: HIPAA CONFIDENTIALITY

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

I. Definitions. For purposes of this Appendix H of this AGREEMENT:
   A. "Business Associate" shall mean CONTRACTOR.
   B. "Covered Program" shall mean the STATE.
   C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.

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

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

E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.

F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.

G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.

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

I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.

III. Permitted Uses and Disclosures by Business Associate

A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.

B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.

C. Business Associate may disclose Protected Health Information as Required By Law.

IV. Term and Termination

A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.

C. Effect of Termination.

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

V. Violations

A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.

C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.

D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.

E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

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

I. General Provisions

D. 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.

E. 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.

F. 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

D. For purposes of this procurement, the New York State Department of Health hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

E. 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.

F. 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)

F. 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.

G. Contractor shall comply with the following provisions of Article 15-A:

5. 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.
6. 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.
7. 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).

8. The Contractor's EEO policy statement shall include the following language:

    e. 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.
    f. 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.
    g. 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.
    h. 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.

H. 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.

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

4. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the New York State Department of Health of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

5. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
6. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

J. 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

D. 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.

E. 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.

F. 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

D. For Waiver Requests Contractor should use Form #2 – Waiver Request.

E. 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.

F. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

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

VII. Liquidated Damages - MWBE Participation

D. 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.

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

F. 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.

GLBU: DOH01
APPENDIX X

Contract Number:_____ Contractor:_____

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

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

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

_____ Modifies the contract period at no additional cost

_____ Modifies the contract period at additional cost

_____ Modifies the budget or payment terms

_____ Modifies the work plan or deliverables

_____ Replaces appendix(es) _____ with the attached appendix(es)_____

_____ Adds the attached appendix(es) _____

_____ Other: (describe) _____

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

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

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

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

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

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

$_____ From ____/____/____ to ____/____/____.

This will result in new contract terms of:

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

Revised 6/3/2013

Signature Page for:

Contract Number:__________ Contractor:_________________________

Amendment Number: X-_____BSC Unit ID: _345<XXXX>_______

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

CONTRACTOR SIGNATURE:

By:____________________________________ Date: _________________________
(signature)

Printed Name:____

Title:____

STATE OF NEW YORK)
) SS:
County of ________________________)

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

____
(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By:____________________________________ Date:__________________________________
(signature)

Printed Name:____

Title:____

NEW YORK STATE DEPARTMENT OF HEALTH
Office of Primary Care and Health Systems Management (OPCHSM)
Office of Health Insurance Programs (OHIP)

FAS No. 15658

Delivery System Reform Incentive Payment (DSRIP) Program
Support Team

Schedule of Key Events

FAS Release Date …… May 21, 2014

Non-Mandatory Bidders Conference…….…….. May 27, 2014

Written Questions Due…….. May 30, 2014

Response to Written Questions on or About …….. June 6, 2014

Proposal Due Date …… June 20, 2014

Awards Made …… July 3, 2014

Contract/Work Start Date (Anticipated) ……July 15, 2014

This FAS and Non-Mandatory Bidders' Conference information is located on:
http://www.health.ny.gov/health_care/medicaid/redesign/dsrip_support_team/index.htm

The FAS for the Independent Assessor is located on:
http://www.health.ny.gov/health_care/medicaid/redesign/docs/dsrip_independent_assessor_fas.pdf

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

DESIGNATED CONTACTS

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

Mr. Joseph Zeccolo
New York State Department of Health
Fiscal Management Group
Empire State Plaza
Corning Tower, Room 2756
Albany, NY 12237

Telephone: 518-486-7896
Email Address: jxz02@health.ny.us

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

Submission of Written Proposals

Caleb Wistar
New York State Department of Health
Office of Primary Care and Health Systems Management
Room 1695 ESP
Corning Tower
Albany, NY 12237

Submission of Written Questions
Negotiation of Contract Terms after Award (contact may be changed at DOH discretion)

Caleb Wistar
New York State Department of Health
Office of Primary Care and Health Systems Management
Room 1695 ESP
Corning Tower
Albany, NY 12237

Email address: st@health.state.ny.us

For further information regarding these statutory provisions, see the Lobbying Statute summary in Section E.11 of this solicitation.

TABLE OF CONTENTS

SECTION A: INTRODUCTION

The New York State's Medicaid program is the largest health insurance program in the state, spending more than $54 billion annually to provide health care to more than 5.4 million eligible individuals including 2.0 million enrollees age 18 and under, 2.2 million adults ages 19 to 64 without disabilities, 610,000 elderly and 553,000 adult disabled individuals. These costs are borne by the state, county and federal governments. Of the state's 5.4 million Medicaid enrollees, 3.3 million reside in New York City. Approximately 2.6 million of the eligible beneficiaries residing in New York City are enrolled in managed care plans. Of the 2.1 million eligible beneficiaries residing elsewhere in the state, approximately 1.4 million are enrolled in managed care plans.

As of April 16, 2014, 1,319,239 New Yorkers had completed their applications and 960,762 had enrolled for coverage since the launch of the New York State of Health (New York's health exchange) on October 1, 2013. More than 70 percent of those who had enrolled were uninsured at the time of application. The New York State of Health (New York's new insurance exchange) is well on its way to meeting or exceeding its enrollment goal of 1.1 million people by the end of 2016.

The New York State Department of Health (DOH) is the single state agency that administers the New York State Medicaid program. The DOH's Office of Health Insurance Programs (OHIP) has direct responsibility for management and oversight of the Medicaid program.

Effective April 10, 2014, the Centers for Medicare and Medicaid Services (CMS) approved New York's request for a Medicaid waiver amendment to the existing 1115 Partnership Plan. The waiver amendment will allow New York to reinvest in its health care infrastructure and provide the targeted resources it needs to implement further innovative programs in areas such as care coordination and transition, behavioral health, population-wide health initiatives and the creation of integrated delivery systems, while also achieving effective overall Medicaid cost reductions as envisioned by the state's Medicaid Redesign Team.

The centerpiece of the waiver amendment is the creation of the Delivery System Reform Incentive Payment (DSRIP) Program. The DSRIP program is the major policy and financing component of the waiver amendment, and is designed to stabilize the state's health care safety-net system, re-align the state's delivery system shifting the focus from the service volume in the inpatient setting to rewards for service quality leveraging evidence-based approach in the outpatient setting. The statewide goal by the end of the DSRIP program is to reduce avoidable hospital use and emergency department use by 25% over the next five years.

A. 1: DSRIP YEAR 0 (DY0) TIMELINE

The Support Team contractor will be responsible for all tasks described in this FAS during the FIRST year of the DSRIP program (also known as "DY0") only. Milestones of DY0 are as follows (see Section F for information on specific projects listed below):

Tentative DSRIP Year 0 Timeline	
2014	
April 14	DSRIP Year 0 begins
April 29	Public comments on MRT Waiver Amendment due
April 29	DSRIP Planning Design Grant application released
May 14	Public comments on Attachments I & J due
May 15	Non-binding Performing Provider System Letter of Intent due
May 28	Public Comments on Toolkit due
June 17	DSRIP Planning Design Grant application due
July 15 – August 1	DSRIP Planning Design Grant awards made
August 22	Draft DSRIP Project Plan application released; public comment period begins
September 22	Public comments on draft DSRIP Project Plan application due
October 1	Final DSRIP Project Plan application released
December 16	DSRIP Project Plan application due
December 18	DSRIP Project Plan applications are posted to web, public comment period begins
2015	
January 20	Public comments on DSRIP Project Plan applications are due
Early February	Independent Assessor recommendations on DSRIP Project Plan applications are made public
Mid-February	DSRIP Oversight & Review Panel reviews DSRIP Project Plan Independent Assessor recommendations and makes final recommendations to state
Early March	DSRIP Project Plan awards made
April 1	DSRIP Year 1 begins

A. 2: PURPOSE OF THIS PROCUREMENT

Pursuant to this Funding Availability Solicitation (FAS), DOH seeks to procure one contractor to act as a Support Team for New York State's newly created DSRIP program for up to a one–year contract period. The DSRIP Support Team's contract fulfillment responsibilities will include all tasks described in this FAS, which include, but are not limited to, working with providers to strategically think through their potential DSRIP Project Plans to transition to effective and efficient

high performing health care delivery systems ("Performing Provider Systems"), work on developing DSRIP Project Plan prototypes, "how to" guides and other tools to help providers as they prepare their Project Plan applications and then work with providers from shortly after design grant receipt until final submission of these Project Plan applications. See Attachment O for more information on application criteria.

Once the design grants are issued, the Support Team will start working with providers awarded design grants, as well as others interested in applying for DSRIP Project Plan funds. The Support Team will create prototypes and "how to" guides for Project Plan applications that can be used by providers to better understand what a strong application looks like and to enhance application development efforts during the Project Plan application development process, including examples of transformation blueprints, governance models, flow-of-funds, etc. The prototypes will also include examples of ways to address issues that may compromise applicants' efforts at developing strong Project Plan applications.

The 2014-15 State Budget amends Section 364-j of the Social Services Law to give the Commissioner of Health authority to enter into contracts "without a competitive bid or request for proposal process" as prescribed in the State Finance Law, for the purpose of assisting DOH with implementing projects authorized under the waiver amendment (i.e., DSRIP). The Commissioner must select the contractor that in his or her discretion is best suited to serve this purpose (See Attachment P for the full language).

Please note that this FAS is NOT requesting bids for the DSRIP Independent Assessor. The Independent Assessor FAS is a separate procurement, available at the website URL listed on the first (cover) page of this document. Please see Section C. 1 for a side-by-side outlining the different requested tasks for the DSRIP Support Team vs. Independent Assessor.

Please also note that the vendor selected as the DSRIP Support Team contractor pursuant to this FAS will not be selected by the Department as a contractor or subcontractor providing DSRIP Independent Assessor services to potential Performing Provider Systems.

SECTION B: BACKGROUND

New York State is committed to redesigning its Medicaid program, the largest in the nation. To pursue this goal, the Medicaid Redesign Team (MRT) was created in January 2011 with the express purpose of formulating a multi-year action plan that would improve patient outcomes and lower program costs. As a result, the MRT finalized an action plan, and the state is now implementing a comprehensive array of targeted health care redesign proposals. The state's waiver amendment to its 1115 Partnership Plan Demonstration waiver is necessary to fully implement the MRT's action plan.

Established in 1997, New York State's Section 1115 Partnership Plan waiver program

has played a critical role in improving access to health services and outcomes for the poorest and most at risk residents. The waiver allows the State to provide a mandatory Medicaid managed care program designed to improve the health of recipients by providing comprehensive and coordinated health care; offer comprehensive health coverage to low-income uninsured adults who have income and/or assets above Medicaid eligibility standards (Family Health Plus Program) and provide family planning services to women losing Medicaid eligibility at the conclusion of their postpartum period and certain other adults of child bearing age (Family Planning Expansion Program). The State's goal in implementing the program was to improve the health status of low-income New Yorkers by improving access to health care for the Medicaid population, improving the quality of health services delivered, and expanding coverage to additional low income New Yorkers with resources generated through managed care efficiencies.

Through the MRT policy recommendation process, New York continues to implement redesign initiatives to slow the rate of growth in Medicaid spending and ensure that cost neutrality is maintained. The Medicaid waiver amendment's budget neutrality calculation is linked to the state's new Medicaid Global Spending Cap which is currently working to control cost growth despite sharp enrollment growth. This Medicaid Global Spending Cap will generate significant out-year savings for both the state and federal governments.

The state's Medicaid waiver amendment was submitted to the Federal Center for Medicaid and Medicare Services (CMS) in August 2012 to address the underlying challenges facing health care delivery: lack of primary care; weak healthcare safety net; health disparities; and transition challenges to managed care. A major component of the Waiver is the Delivery System Reform Incentive Payment (DSRIP) program.

These discussions culminated with CMS approving an $8 billion Medicaid Waiver for New York on April 10, 2014. The purpose of this demonstration amendment is to provide funding for a CMS approved subset of MRT recommended activities including delivery system reform in the waiver, managed care programming and State Plan Amendment activities. DSRIP will be a major component of the Waiver and comprise 80 percent of the total amount -- $6.42 billion. The remaining funds, about 20 percent, are comprised of the Interim Access Assurance Fund (IAAF), a temporary, time limited funding to protect against degradation of the current key health care services until DSRIP is implemented, as well as investments implemented through the State Plan or contracts with managed care plans. For more information on the Medicaid redesign waiver and for additional background on the managed care and state plan amendment portions of the Medicaid waiver, please visit the Medicaid Redesign Team website at: http://www.health.ny.gov/health_care/medicaid/redesign/.

The purpose of the DSRIP is to provide a new federal investment which provides incentives for Medicaid providers to create and sustain an integrated, high performing health care delivery system that can effectively and efficiently meet the needs of Medicaid beneficiaries and low income uninsured individuals in their local communities by improving care, improving health, and reducing costs.

DSRIP has a statewide goal of significantly reducing avoidable hospital use by 25

percent (i.e., avoided admissions and avoided emergency room visits) over a five-year period. DSRIP is a performance based payment system open statewide to public hospitals and safety net providers. The Department and CMS will require local partnerships and regional collaboration to transform the delivery system.

DSRIP participating partnerships will include hospitals, Health Homes, nursing homes, clinics and Federally Qualified Health Centers (FQHCs), behavioral health providers, home care agencies, and other key stakeholders. Applications from a single entity will not be accepted. It is expected that public hospitals will participate in safety net hospital networks, and vice versa. Providers will choose from a "menu" of CMS approved programs with clearly defined objectives and measurable metrics. Additionally, certain programs from the menu may be mandated by the state. With the exception of planning funds, performance payments will be paid to providers as agreed upon process and outcome milestones are reached.

B. 1: DSRIP PROJECT ELEMENTS

DSRIP projects will be designed to meet, and be responsive to, community needs while ensuring overall health system transformation objectives are met. DSRIP provides funding for projects that are designed to transform the systems of care that support Medicaid beneficiaries and uninsured, which must be reflected in all DSRIP projects proposed by safety net providers participating in DSRIP (referred to as "Performing Provider Systems" or PPSs), by addressing three key Elements itemized below:

B. 1. 1: DSRIP ELEMENT 1: APPROPRIATE INFRASTRUCTURE

The DSRIP will further the evolution of infrastructure and care processes to meet the needs of their communities in a more appropriate, effective and responsive fashion and to meet key functional goals. This will include changes in the workforce. Infrastructure evolution must support the broader goals of DSRIP, and key outcomes reflect the kinds of infrastructure to be supported under DSRIP. Appropriate infrastructure should ensure access to care, particularly to outpatient resources as well as effective care integration. In support of linking settings, the transforming infrastructure should place more emphasis on outpatient settings. Also, critical services such as care coordination may need to be expanded to meet the broad needs of the population served.

B. 1. 2: DSRIP ELEMENT 2: INTEGRATION ACROSS SETTINGS

The DSRIP will further the transformation of patient care systems to create strong links between different settings in which care is provided, including inpatient and outpatient settings, institutional and community based settings, and importantly behavioral and physical health providers. The goal will be to coordinate and provide care for patients across the spectrum of settings in order to promote health and better outcomes, particularly for populations at risk, while also managing total cost of care. The DSRIP will fund projects that include new and expanded care coordination programs, other evidence based, data driven interventions and programs focused on key health and cost drivers and opportunities for providers to share information and learn from each other.

Key outcomes to be measured are expected to reflect this ongoing transformation. Integration across settings will create alignments between providers. The DSRIP will

include restructuring payments to better reward providers for improved outcomes and lower costs.

B. 1. 3: DSRIP ELEMENT 3: ASSUMING RESPONSIBILITY FOR A DEFINED POPULATION

The DSRIP projects will be designed in ways that promote integrated systems that assume responsibility for the overall health needs of a population of Medicaid beneficiaries and low income uninsured people, not simply responding to the patients that arrive at the doors of a hospital. The state will approve a defined population for each DSRIP project based on geographic and member service loyalty factors, as described in Attachment I. Integrated systems may propose to target the individuals served by a set of aligned community-based providers, or more ambitious systems may propose to tackle accountability for an entire geographic population. Patient and beneficiary engagement through tools including community needs assessment and responsiveness to public health needs will be an important element of all DSRIP projects.

Each indicator used to determine DSRIP awards should reflect a population, rather than the patients enrolled in a particular intervention. In addition, Performing Provider Systems will be required to report on progress of priorities related to the Prevention Agenda as included in the Population-wide Strategy Implementation Milestones.

B. 2: DSRIP PLANNING & APPLICATION ASSESSMENT

Each Performing Provider System (PPS) that elects to participate in the DSRIP program must submit a DSRIP Plan in accordance with the DSRIP Plan guidelines.

In Year Zero (DY0, the DSRIP project development phase; see timeline in Section A. 1. above), DSRIP funding will be used for planning activities and development purposes. Providers will submit a Project Design Grant application to the Department of Health (DOH); provide a progress report by the 2nd quarter; and produce a final project plan by December 16, 2014. The Project Design Grant application and the final Project Plan will be reviewed by the Project Plan Review Panel and supplemented by an Independent Assessor using a CMS-approved checklist.

All Performing Provider Systems will be subject to additional review during the mid-point (DY3) assessment, at which point the state may require DSRIP plan modifications or may terminate some DSRIP projects, based on the feedback from the Independent Assessor, and the state's own assessment of project performance.

After DSRIP Project Plans are submitted by emerging Performing Provider Systems on or before December 16, 2014, the Independent Assessor will conduct an initial screen of DSRIP proposed Project Plans to ensure that they meet the minimum submission requirements stated in the CMS approved application checklist. The Independent Assessor will then notify the applicant of any initial questions or concerns identified with the provider's submitted DSRIP Project Plan and provide a period of time for the applicant to address these concerns. After determining which DSRIP Project plans meet the minimum submission criteria, the Independent Assessor will convene a panel of relevant experts and public stakeholders to assist with the scoring of projects (similar to a federal grant review process), and will recommend to DOH approval or denial of an

application.

DOH will then make its official determination based on the findings of the Independent Assessor and the DSRIP review panel (made up of relevant experts who are non-DOH employees), public stakeholders and consistent with state and federal requirements). If DOH has any deviations from the Independent Assessor's recommendations, the DOH will notify and explain the reasoning for the deviation to CMS.

B. 2. 1: PROCEDURES TO REDUCE AVOIDABLE HOSPITAL USE

New York has identified a statewide goal of reducing avoidable hospital use and improving outcomes in other key health and public health measures. Effectively reducing avoidable hospital use requires alignment of outpatient and inpatient settings, requires systems that can take responsibility for a population, and requires investments in key infrastructure--and so this is a guidepost that can ensure that these transformations are aligned with our shared goals of better health, and better care at lower cost.

Because this is an integral guidepost to system transformation, key improvement outcomes for avoidable hospital use and improvements in other health and public health measures will be included for each project, and the state will be held accountable for these measures as part of the statewide accountability required by CMS.

SECTION C: SUPPORT TEAM PROJECT SPECIFICATIONS

C. 1: INDEPENDENT ASSESSOR VS. DSRIP SUPPORT TEAM FUNCTIONS - OVERVIEW

This procurement seeks a single contractor to fulfill all work requirements associated with the functions of the DSRIP Support Team. The successful bidder will be expected to coordinate with the DSRIP Independent Assessor on certain tasks; however the differences between the DSRIP Support Team roles of the DSRIP Support Team and those of the DSRIP Assessor are distinct and worth noting as follows:

Support Team (This FAS)	Independent Assessor
• Provide weekly feedback and guidance to emerging PPSs on improving Project Plan development through attending project leadership meetings	• Review, score and provide detailed feedback on submitted DSRIP Project Plans. When needed, Independent Assessor provides feedback on deficiencies in the DSRIP Project plan submission to make application approvable.
• Co-develop solutions through deep analysis and planning with emerging	• Does not visit providers or spend more than a few days

Support Team (This FAS)	Independent Assessor
PPSs who need to receive intensive support	working with any individual provider
• Play a purely supportive role for providers, advocating for them and answering questions during Project Plan application review and having no say in funding or application approval	• Play evaluative role for DSRIP Project Plan application approval
• Primary party responsible for developing prototype Project Plans and "how to" guides that coalitions can use to complete and submit Project Plans.	• Primary party responsible for refining and finalizing DSRIP Project Plan Template and review tool.
• Primary party responsible for working with coalitions/PPSs during DY0 in strengthening governance of PPSs relating to CON in Project Plan applications and assuring sustainability of DSRIP project	

The Independent Assessor may communicate with the DSRIP applicant, their Project Plan application consultants (including the DSRIP Support Team) and project managers regarding questions or concerns identified with the submitted DSRIP Project Plan application (and provide a determination in consultation with DOH for Performing Provider Systems to address these concerns). These conversations between the Independent Assessor, the PPS and its representatives are only to help the applicant understand deficiencies or potential areas for improvement in its Project Plan application.

Please note that while the Independent Assessor may communicate with the DSRIP Support Team to help an applicant by providing clarifications and guidance, **the DSRIP Independent Assessor will remain an independent entity from the DSRIP Support Team.**

C. 2: OVERVIEW OF SUPPORT TEAM STRUCTURE

The successful bidder will be able to rapidly deploy teams of grant experts, fiscal, project and data management consultants and senior consultants to 11 NYS regions to assist potential DSRIP project applicants to organize into performing provider systems (PPS) with the goal of develop strong, competitive and timely DSRIP Project Plan applications.

The successful bidder will also provide quick, real time, time-limited access to a single statewide team of subject matter experts versed in health system restructuring, econometric analysis and anti-trust legal issues. Figures 1 and 2 - see also website at the URL listed on the cover page of this document - below provide a schematic context for the anticipated Support Team consultant needs.

Figure 1. Context of DSRIP Support Team

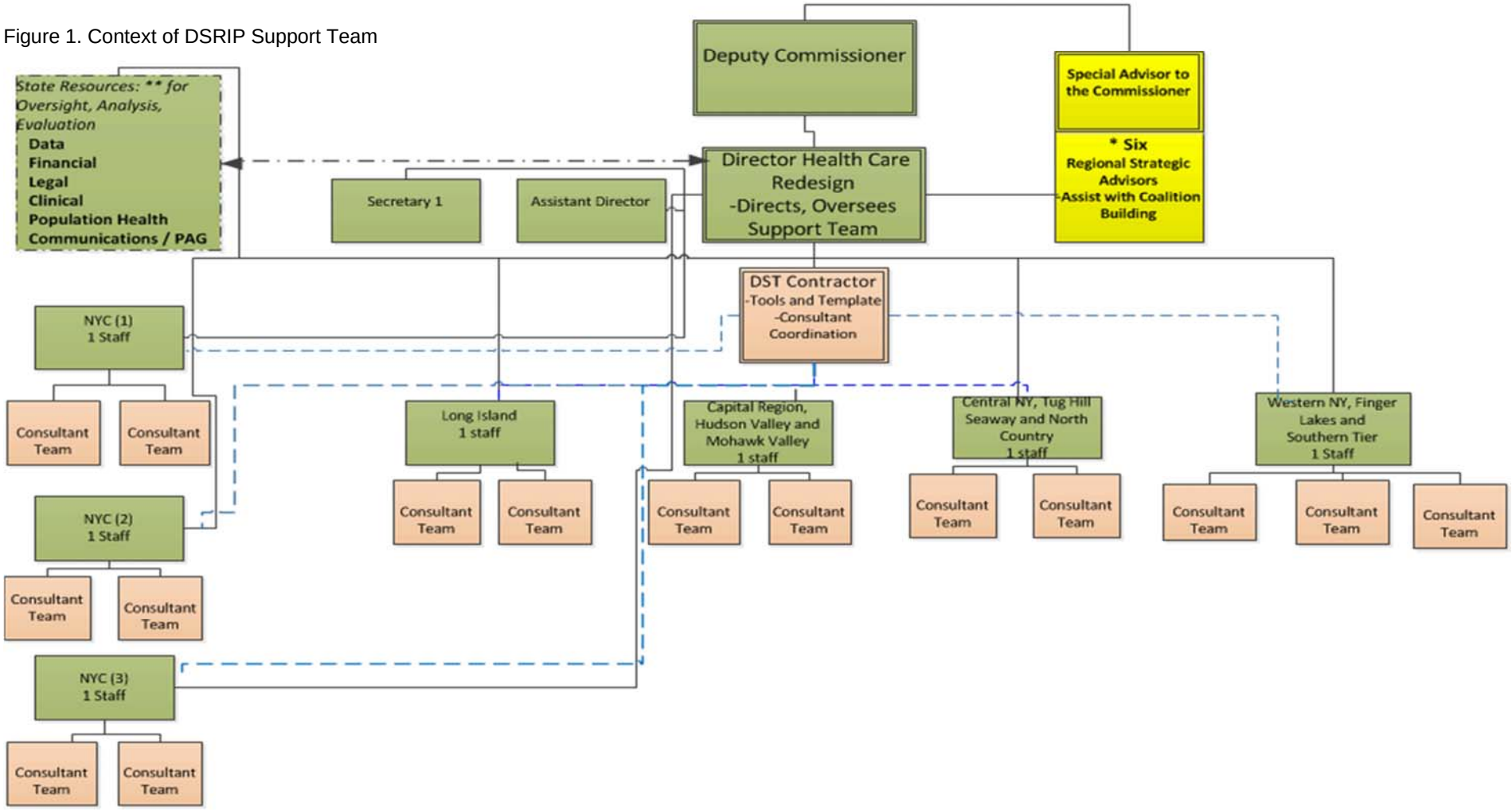
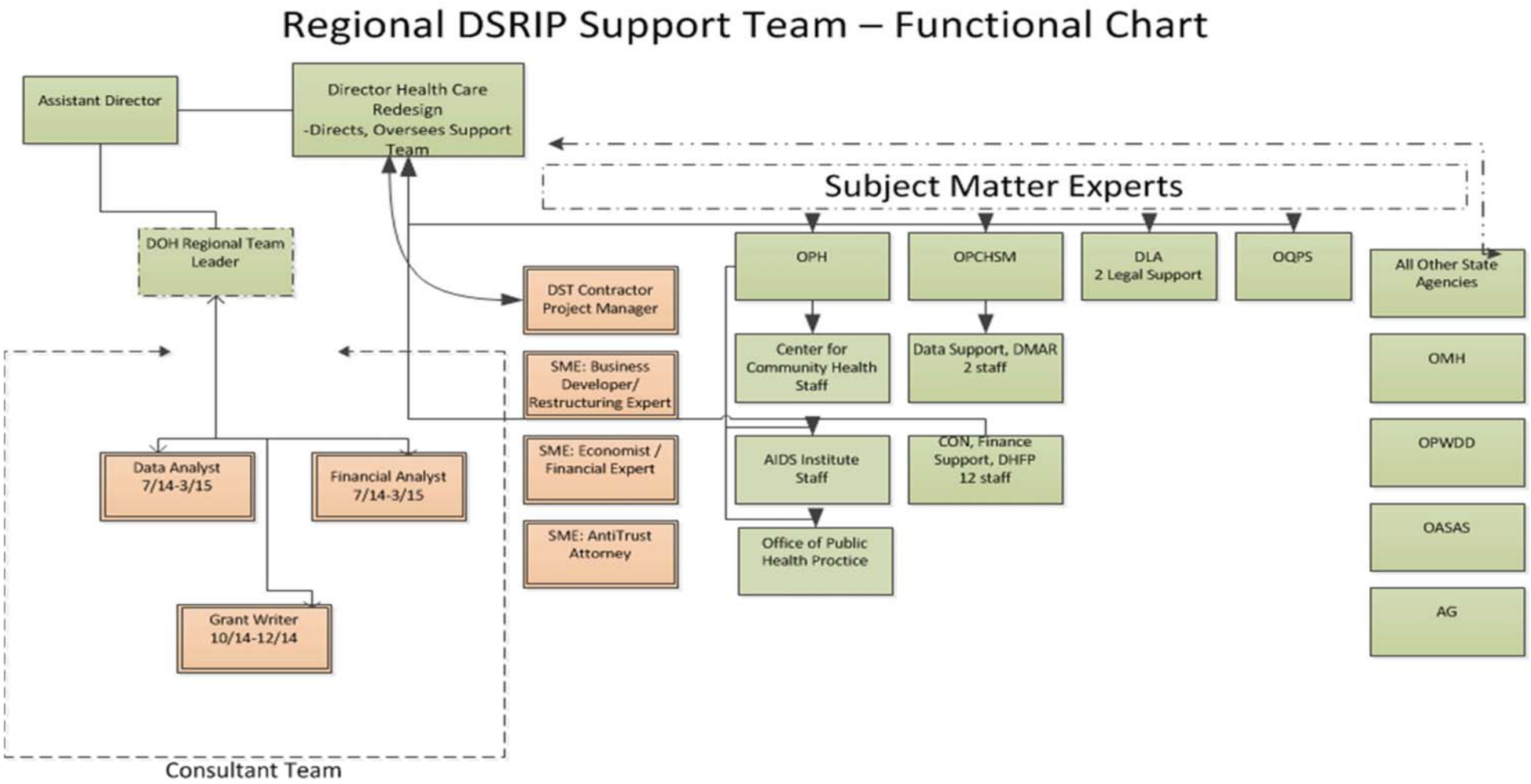


Figure 2. Functional Example



C. 2. 1: REGIONAL PROJECT CONSULTANTS AND SENIOR PROJECT CONSULTANTS

Regional Project Consultants and Senior Project Consultants will be deployed in each of the 11 regions where DSRIP Project Plan applications will be developed (see Figure 1). It is expected that these consultants would report to an overall contract-funded Support Team Project Manager (who in turn would report to the Director of Health Care Redesign) and have regular face-to-face contact with coalition/emerging PPS members who would be potential applicants in each assigned area. Responsibilities and required skills and experience are as follows.

Responsibilities

- Develop prototype Project Plan(s) and "how to" guides to enhance Project Plan application development efforts, including examples of transformation blueprints, governance models, flow-of-funds, etc.;

- Engage with coalition (emerging PPS) working teams on a weekly basis to provide feedback on work- in-progress toward Project Plan completion;

- Provide suggestions to coalition working teams where project goals are either insufficient or unrealistic;

- Coordinate involvement of Subject Matter Experts (SMEs) when appropriate and brief them on projects;

- Provide regular reporting to relevant DOH staff regarding progress of Project Plan development, including for example:

- Submit weekly reports to designated DOH staff highlighting major updates;

- Identify key providers not being captured in the emerging PPS, and assessment of effect on overall project health, with updates as makeup of coalitions change;

- Assist the DOH in identifying possible opportunities for emerging PPS to collaborate with each other and with other key providers who are not already linked to a PPS

- Review periodically the robustness / likelihood of design efforts to deliver against stated DSRIP goals;

- Assess periodically the operational capability & talent required to execute against plans being developed;

- Assess periodically the financial capability of emerging PPS to execute against plans being developed;

- Assess periodically key risk points in each project, and likelihood of interventions needed during implementation; and

- Assess qualitative and quantitative strengths of each Project Plan application as they are being developed.

For select projects, mobilize additional support staff capacity, including subject matter experts in health system redesign and business development, econometric analysis, anti-trust, regulatory relief or other areas to provide more hands-on direct support to research, analysis, work planning, or development of other elements of Project Plans; and

Where PPS' are not making adequate progress toward completion of high-quality Project Plans and are not responsive to Support Team support or feedback, alert Program Leadership so that either senior state staff and/or Independent Assessor may seek a formal, interim update and provide formal feedback on any necessary course corrections.

Required skills and experience

- Consulting and/or technical assistance to providers engaged in delivery system transformation;
- Experience working with safety net providers, in particular;
- Experience with provider financial and operational restructuring;
- Project management;
- Research, analysis, work planning, and stakeholder facilitation; and
- Grant development and submission.

C. 2. 2: SUBJECT MATTER EXPERTS

Contracted subject matter experts would be deployed as needed to back up and assist DOH, the emerging PPSs and regional consultants to achieve the goals outlined in this FAS. Responsibilities and required skills and experience are as follows.

Responsibilities

- Contribute to development of prototype Project Plans (or components thereof), and to "how to" guides to enhance Project Plan application development efforts. These could include transformation blueprints and work plans, sample governance structures and flow-of-funds, and financial pro formas, etc., meant for distribution to design grant awardees for reference in development of their Project Plans;
- Meet with some or all emerging PPS and PPS participants, through a combination of webinars, phone calls, and/or on-site visits, to lend subject matter expertise relevant to specific aspects of Project Plan development;

- Share frameworks, best practices, and/or case examples as appropriate; and

- Review and provide feedback on select elements of draft Project Plans for which subject matter expertise is relevant;

Required Skills and Experience

SMEs should bring deep expertise in specific subject matters as outlined below, based on prior experience spanning multiple projects either directly relevant to DSRIP programs or indirectly relevant but spanning multiple contexts and situations. The following types of SMEs must be part of or made available by the Support Team:

- Community needs assessment and capacity planning;
- Financial restructuring and financial planning;
- Provider merger integration;
- Hospital clinical operations improvement;
- Primary care transformation;
- Long-term care, Palliative care, and other topics relevant to DSRIP Strategic Menu;
- Econometric analysis; and
- Facility (preferably New York State health-facility-specific) anti-trust law.

C. 3: TOOLS AND TEMPLATES

During DY0 (the DSRIP project development phase), the Support Team, working with the Independent Assessor and with guidance and baseline data from New York State, will be responsible for developing and applying a series of tools and templates, including, at a minimum, prototype Project Plans and "how to" guides, to support providers in understanding and addressing the DSRIP program requirements with respect to DSRIP design grants and the detailed DSRIP Project Plan applications. As part of their responsibilities, Support Team members must be adept at both developing and working with these tools.

While the Independent Assessor may communicate with and provide feedback to the Support Team regarding the prototype example applications and "how-to" Guides, the Independent Assessor will remain an independent entity from the Support Team.

Section C. 6. provides a project timeline. Responsibilities for development of tools and templates are further specified below.

C. 3. 1: PROTOTYPE PROJECT PLANS TO BE CREATED BY THE SUPPORT TEAM CONTRACTOR

C. 3. 1. 1: Overview

The Support Team will be responsible for creating three prototype Project Plans in response to the Project Plan application created by the Independent Assessor. These prototypes will reflect multiple different potential strategic response types that the emerging PPS may choose to

pursue. They will include all major functional elements set forth in the Project Plan application by the Independent Assessor, a baseline list of which is discussed below.

For most sections of the Project Plan application, the Support Team should begin work on the model prototype Project Plans on July 15, and a first draft of the prototype Project Plans will need to be completed by August 22. These prototypes will be based around the anticipated Project Plan application sections (see section C. 3. 2). The Support Team should work with the Independent Assessor between August 22 and September 22 to improve on the prototypes based on Independent Assessor feedback, in order to finalize the prototype Project Plans by September 22 (with an idea of how those prototypes would be scored by the Independent Assessor). The exceptions to this timeline are for current community health needs (i.e. the "needs assessment") and baseline performance analysis which will be created by state staff and should be reviewed by the Support Team between 7/15 and 8/15, for release to providers by 8/15. Both of these exceptions apply to components of the "performance assessment" section of the Project Plan application (Section C. 3. 1. 3., item 4 in the "functional areas of focus" table).

C. 3. 1. 2: Strategic / Content Areas of Focus

Emerging PPSs must chose a specified number of projects from Domains 2, 3 and 4 (Domain 1 pertains to investments, milestones and progress by the PPS in achieving the desired health system transformation). Each project will have the following components specifically tied to the goal of reducing avoidable hospitalizations:

- Clearly defined process measures;
- Clearly defined outcome measures;
- Clearly defined measures of success relevant to provider type and population impacted; and
- Clearly defined financial sustainability metrics to assess long-term viability.

The state will work with the Support Team contractor to choose the constructs that will make up the 3 model prototypes congruent with the below potential DSRIP Project Plan application domains and projects:

Domain 2: System Transformation Each prototype will contain at least two of the following, and each prototype will have at least one which is sourced from sublist A (below).	
A.	Create Integrated Delivery Systems: 2.a.i Create Integrated Delivery Systems that are focused on Evidence Based Medicine / Population Health Management 2.a.ii Increase certification of primary care practitioners with PCMH certification and/or Advanced Primary Care Models (as developed under the New York State Health Innovation Plan (SHIP) 2.a.iii Health Home At Risk Intervention Program–Proactive management of higher risk patients not currently eligible for Health Homes through access to high quality primary care and support services. 2.a.iv Create a medical village using existing hospital infrastructure 2.a.v Create a medical village using existing nursing home infrastructure
B.	Implementation of care coordination and transitional care programs: 2.b.i Ambulatory ICUs 2.b.ii Development of co-located of primary care services in the emergency department (ED) 2.b.iii ED care triage for at-risk populations 2.b.iv Care transitions intervention model to reduce 30 day readmissions for chronic health conditions 2.b.v Care transitions intervention for skilled nursing facility residents 2.b.vi Transitional supportive housing services 2.b.vii Implementing the INTERACT project (inpatient transfer avoidance program for SNF) 2.b.viii Hospital-Home Care Collaboration Solutions 2.b.ix Implementation of observational programs in hospitals
C.	Connecting settings 2.c.i Development of community-based health navigation services 2.c.ii Expand usage of telemedicine in underserved areas to provide access to otherwise scarce services

Domain 3: Clinical Improvement Strategies Each prototype will contain at least two of the following, and each prototype will have at least one which is sourced from sublist A (below).	
A	Behavioral Health (required) 3.a.i Integration of primary care services and behavioral health 3.a.ii Behavioral health community crisis stabilization services 3. a.iii Implementation of evidence based medication adherence program (MAP) in community based sites for behavioral health medication compliance. 3.a.iv Development of withdrawal management (ambulatory detoxification) capabilities within communities.

Domain 3: Clinical Improvement Strategies Each prototype will contain at least two of the following, and each prototype will have at least one which is sourced from sublist A (below).	
	3.a.v Behavioral Interventions Paradigm in Nursing Homes (BIPNH)
B	Cardiovascular health 3.b.i Evidence based strategies for disease management in high risk/affected populations (adult only) 3.b.ii Implementation of evidence-based strategies in the community to address chronic disease -- primary and secondary prevention projects (adult only)
C	Diabetes Care 3.c.i Evidence-based strategies for disease management in high risk/affected populations (adults only) 3.c.ii Implementation of evidence-based strategies in the community to address chronic disease – primary and secondary prevention projects (adults only)
D	Asthma 3.d.i Development of evidence-based medication adherence programs (MAP) in community settings –asthma medication 3.d.ii Expansion of asthma home-based self-management program 3.d.iii Evidence based medicine guidelines for asthma management
E	HIV 3.e.i Comprehensive Strategy to decrease HIV/AIDS transmission to reduce avoidable hospitalizations – development of a Center of Excellence for management of HIV/AIDS.
F	Perinatal 3.f.i Increase support programs for maternal & child health (including high risk pregnancies) (Example: Nurse-Family Partnership)
G	Palliative Care 3.g.i IHI “Conversation Ready” model 3.g.ii Integration of palliative care into medical homes 3.g.iii Integration of palliative care into nursing homes
H	Renal Care 3.h.i Specialized Medical Home from Chronic Renal Failure

Domain 4: Population-wide Projects **Strategy Areas: MH & SUD/Chronic Disease/ HIV & STDs / WIC:** Each prototype will contain at least one of the following	
A	**Promote Mental Health and Prevent Substance Abuse** 4.a.i. Promote mental, emotional and behavioral (MEB) well-being in communities 4.a.ii. Prevent Substance Abuse and other Mental Emotional Behavioral Disorders 4.a.iii Strengthen Mental Health and Substance Abuse Infrastructure across Systems

Domain 4: Population-wide Projects **Strategy Areas: MH & SUD/Chronic Disease/ HIV & STDs / WIC:** Each prototype will contain at least one of the following	
B	**Prevent Chronic Diseases** 4.b.i. Promote tobacco use cessation, especially among low SES populations and those with poor mental health. 4.b.ii. Increase Access to High Quality Chronic Disease Preventive Care and Management in Both Clinical and Community Settings.
C	**Prevent HIV and STDs** 4.c.i Decrease HIV morbidity; 4.c.ii Increase early access to, and retention in, HIV care; 4.c.iii Decrease STD morbidity; and 4.c.iv Decrease HIV and STD Disparities
D	**Promote Healthy Women, Infants and Children** 4.d.i Reduce Premature Births

C. 3. 1. 3: Functional Areas of Focus

The Support Team will be responsible for creating prototype Project Plans that respond to both the anticipated Project Plans application baseline elements (below) and all actual sections of the Project Plan application when created by the Independent Assessor:

Baseline list of Project Plan Application Sections		High level requirements / description
1.	Provider demographics	Identification of the regional providers (including specifically safety net providers), definition of service area and providers responsible for various parts of the strategy and various metrics, current patient population including demographic information, payer mix, etc.
2.	Overarching goals	Identification of goals for the project, how and why the goal was chosen (e.g. goals against which the system is already performing well should not be chosen), as well as how the project contributes to achieving the overall goals.
3.	Strategy selection and justification	Rationale for project choice and summary of existing evidence showing that project can lead to improvement on goals of project.
4.	Performance assessment	Current community health needs, evidence of regional planning, detailed analysis of issues causing poor performance in the project area, comprehensive workforce strategy, review of financial stability, evidence of public input into the project.[1]

[1] Current community health needs (i.e. the “needs assessment”) and detailed analysis of issues causing poor performance in project area will require prototypes to be created by state staff and reviewed by

Baseline list of Project Plan Application Sections		High level requirements / description
5.	Work plan development	High level work plan over a five year timeframe
6.	Rapid cycle evaluation	Explanation of approach to evaluation, how the information generated will be consumed by the system, and how the plan will tie into the state's requirement to report to CMS on a rapid cycle basis.
7.	Establishment of milestones and metrics	Documentation of the monitoring strategy for the project including significant milestones and associated metrics
8.	Detailed budget	Detailed budget for all 5 years of their DSRIP project.
9.	Governance	Detailed description of how the system will be governed including a clear corporate structure, a commitment by each provider through the life of the waiver, and an explanation of the project control mechanisms at play. This should include the following two elements: • Contractual set up for the example coalition; and • Flow of funds within and outside the example coalitions.
10.	Financial pro forma illustrating path to sustainability	Demonstration of how the outcomes of this project will be sustained at the end of DSRIP and how gains can be continued after the conclusion of the project period, including a financial forecast of expected savings related to the implementation.

C. 3. 2: "HOW TO" GUIDES

The Support Team will also be responsible for creating "How To" guides to further assist providers in formulating superior Project Plan applications. These guides could describe how coalitions should approach specific portions of the Project Plan application (and how they can stay within the boundaries of a successful response), or could describe how they can maximize response effectiveness outside of the specific content portions of the Project Plan application itself (e.g. through process / pacing suggestions). The portions of the model Project Plan applications that relate to certain "how to" guides will all reflect Project Plan application constructs that abide by the recommendations of these "how to" guides. These products could also guide applicants toward creating other equally successful constructs. In that light, the "how to" guide may describe the process by which the applicant can maximize chances that they will land on a successful outcome, or might showcase multiple potential outcomes that could each qualify as a successful construct (more than just the constructs that were displayed in the

Support Team between 7/15 and 8/15, for release to providers by 8/15.

Project Plan prototypes).

At a minimum, the Support Team will be responsible for creating three "how to" guides:

1. *Model contracts for coalitions*. This should include guidance on the different ways in which coalition partners may contract amongst themselves and with entities outside their coalition. The "how to" guide should provide direction on issues including but not limited to horizontal and vertical integration, service line agreements between groups within large organizations, and MOUs with external partners, including with public health/population health partners outside of traditional provider system.
2. *Model flow of funds for coalitions*. This should include ways in awarded DSRIP funds could flow to necessary PPS members, contractors, and vendors.
3. *Recommended pacing/milestones during the Project Plan application process*: This should include pacing suggestions/recommendations for Project Plan applicants for the period of between 8/15 and final Project Plan application submission. Suggestions should provide guidance on when first, interim, and final drafts of the Project Plan application should be completed - taking into consideration expected lead time differentials in creating less versus more complex portions of the Project Plan application. Suggestions should also factor into the recommended pacing stakeholder engagement timelines on specific portions of the Project Plan application.

For all "how to" guides that are meant to elaborate on sections of the Project Plan application (guides 1 to 3 above), the Support Team will be responsible for having a first pass of the "how to" guides completed by August 15. The Support Team should work with the Independent Assessor between August 15 and October 1 to ensure the guidance being provided aligns with what the Independent Assessors agree to be successful Project Plan application constructs. The "how to" guides should be finalized by September 15th.

C. 4: SUPPORT TEAM EXPECTED CAPACITY

There are 226 safety net providers in New York State. These providers will form coalitions (also referred to as "emerging PPSs") to apply for design grant funds that will be used to create Project Plan applications. Others will apply directly for Project Plan funding without having applied for design grant funds. Of these 2 groups, it is anticipated (but not certain) that there will be 25-50 Project Plan applications ultimately submitted for funding. Providers and coalitions associated with these applications will be the entities that the Support Teams must help, beginning on or about July 15, 2014 and continuing through March 31, 2015.

The successful Support Team contractor must be capable of rapidly deploying sub-teams into each of 11 regions of NYS. Led by one Contract Manager, and with the assistance of subject matter experts, each sub-team would consist of one or more senior project consultants along with one or more junior project consultants. Each sub-team will be assigned responsibility for up to 10 emerging PPS in each region (see Figure 1). This deployment will allow each sub-team of consultants to develop relationships with their coalitions' leadership and project teams.

Each sub-team will provide a basic level of support to all of their assigned emerging PPS. This basic support will consist of, but not be limited to, weekly meetings with relevant DOH staff, the

Support Team Project Manager, and regular input from senior Support Team project consultants and SMEs.

During the Support Team's contract period, DSRIP Program Leadership (i.e., the DOH Director of Health Care Redesign and others) will seek Support Team input to identify health care coalitions/emerging PPSs whose projects need intensive support. It is estimated that 10-30% of the coalitions may require more intensive support. Each support sub-team should be ready to provide this support as needed. This support will include a greater on-site involvement of project consultants and SMEs to provide day-to-day strategic guidance. This intensive support may require up to one (or more) senior project consultant(s), and more than one junior project consultants to be fully dedicated to a particular project – including providing a potential onsite presence - for a one to three month duration so they can truly become integrated into the emerging PPS' strategic thinking process. SMEs may also need to dedicate the majority of their time to these individual providers.

Given these potential interactions, it is estimated that the statewide resourcing requirements for Support Team support will vary across phases, as shown below. Please note that these are estimates; actual workload could vary significantly based on the actual number of coalitions interested in filing Project Plan applications, and bidders should take this into account when formulating proposals.

Phases/Timeline	Tools and Prototype Development: July 15-August 22	Transform design grant ideas into DSRIP Project Plan applications: July 15 - Dec. 15	Project Plans refined and final Project Plans submitted; PPS governance work: Dec. 15 - Mar. 31
Suggested staffing (includes all relevant staff types)	Up to 24 staff working 1 month from July-August to work on tools and prototypes (see section C.3.1).	Up to 35 staff working the full 5 months of July – Dec. 15 to provide basic and intensive support to coalitions (emerging PPSs).	Up to 20 staff working the full 3 months of Dec. 15 – Mar. 31 to help coalitions respond to and address Independent Assessor feedback.

The table below is meant to provide additional information about the types of Support Team contractor resources that will comprise the needs to address basic and intensive support.

Example rhythm of Support Team basic and intensive support to a project during design phase:

	A. Basic support model	**B. Intensive support model**
Situation	Coalition on track to complete Project Plan, with minor deficiencies that may be corrected through limited technical assistance	Coalition requires intensive support for 1-3 months to ensure continued progress toward completion of qualified Project Plan

	A. Basic support model	B. Intensive support model
Example of support	*Mid-to-late August*: Webinar to review Project Plan template, tools and prototypes and sample Project Plans. *Early August:* Kickoff meeting for Coalition Steering Committee with extended Support Team and Program Officer; followed by work planning with Coalition Project Leader/team *September through November*: Weekly calls with Director of Health Redesign and Support Team contract leader. Semi-weekly, weekly or bi-weekly meetings as needed with Support Team Project Advisor(s) to provide feedback on draft Project Plan materials One-day site visits/phone conferences/webinars by functional SMEs *Early December*: DOH Program officer ensures Project Plan application meets submission requirements *Late January-March*: Support team and DOH Program Officer site visit to review Independent Assessor feedback with Coalition Leadership	Basic support model plus 1-3 months intensive support in *August-October* which includes: Additional Support Team Project Adviser capacity for: – Daily on-site involvement with Coalition working team; – Direct assistance with analysis of community needs and framing of difficult choices for Coalition; and – Direct support to development of key sections of Project Plan Addition of Support Team Project Senior Project Advisor to provide additional oversight, and participation in weekly interactions with Coalition Leadership Additional SME capacity as needed Intensive onsite work with coalitions to strengthen governance of PPSs relating to CON applications and assure sustainability of DSRIP project.

C. 5: SUPPORT TEAM TASKS AND DELIVERABLES

Deliverables include all items mentioned in Section C of this FAS. Items in this category include, but are not limited to:

- Developing 3 Prototype Proposals, including:

  - System Transformation Strategies
  - Clinical Improvement Studies; and
  - Population Wide Strategies;
- Developing at least 3 “How to” guides as described in Section C. 4;
- Reviewing and assessing state data, community health needs and other baseline performance analysis supplied by relevant State agency subject matter experts;
- Engaging with Coalition/emerging PPS working teams on a weekly basis to provide feedback;
- Providing suggestions to Coalition/emerging PPS working teams;
- Identifying key providers not in the Coalition/emerging PPS;
- Coordinating with DOH Subject Matter Experts;
- Deploying contracted Subject Matter Experts to address emerging issues as needed;
- Assessing of qualitative and quantitative strengths in DSRIP Project Plan applications; and
- Working with coalitions to strengthen governance of emerging PPSs relating to CON applications.

C. 6: SUPPORT TEAM TIME FRAME

Below is an approximate time frame for expected tasks and deliverables for this procurement. See cover page URL for more detail on the Independent Assessor FAS.[2] (**This timetable may be altered at the discretion of DOH**).

Support Team Tasks/Deliverables/Milestones	Approximate Due Date
Begin Work on prototypes, “how to’s” and coalition building	07/15/14
DOH kick-off meeting	07/18/14
Support team organized and deployed to regions	8/1/2014
State pushes out baseline data/performance analysis to Support Teams	8/1/2014
Independent Assessor releases first draft of Project Plan Application to Support Team (in advance of posting to DOH website)	8/15/2014
Support team reviews state data and community health needs (i.e. the “needs assessment”) and baseline performance analysis supplied by relevant State agency subject matter experts.	8/15/2014
First draft of “how to” guides developed	8/15/2014
Independent Assessor releases first draft of Project Plan Application to DOH website	8/22/2014
Tools and prototypes first draft developed; work begins with Independent Assessor on how-to guides and prototypes.	8/22/2014

[2] Please note that Support Team leader and senior contractors will also report to DOH Program Officers weekly on all outstanding issues and potential barriers to the completion of contractual tasks.

Support Team Tasks/Deliverables/Milestones	Approximate Due Date
Regional information gathered from individual coalition (emerging PPS) and data analyzed (provider demographics, health system information, etc.)	9/15/2014
Identify and report to DOH those coalitions requiring intensive support to develop Project Plan applications (10-30% of all coalitions)	9/15/2014
"How-to" guides finalized	9/15/2014
Prototypes completed	9/22/2014
Finalized DSRIP Project Plan Application & Review Tool Posted to Website	10/3/2014
Kick-off Meeting for DSRIP Project Plan Review Panel	12/05/14
Submit DSRIP Project Plan Applications	12/15/2014
Support team completes work with coalitions to strengthen governance of emerging PPSs relating to Certificate of Need (CON) applications	02/02/15
Support Team works with emerging PPS to refine Project Plans and respond to Independent Assessor issues	On or about 3/31/2015
Work terminates; final report due	4/1/2015

SECTION D: PROPOSAL REQUIREMENTS

D. 1: Overview

In order to be considered for evaluation, each proposal must meet the following minimum requirements:

- The proposal is received prior to the required deadline;
- Technical and cost proposals are submitted in separate packages mailed as one parcel, following the submission requirements in Section E. 3.; and
- The cost proposal is submitted with completed bid prices (Attachment H).

Additionally, a signed Transmittal Form (Attachment G) should be submitted in the technical proposal.

D. 2: General Submission Requirements

Page limits should be adhered to. If a proposal section exceeds the maximum page length, reviewers will be instructed to cease reading at the end of the maximum number of pages. Proposals should be submitted with a single cover page as outlined in Section D.4.

Can D. 3: Conflict of Interest

a) As part of the proposal submission, the bidder (and/or any subcontractor) must disclose any and all relationships that may be construed as actual or potential conflicts of interest. In cases where such relationship(s) and/or interests exist, the bidder must describe how

an actual or potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided. The bidder's disclosure must include any relationship or interest, financial, beneficial or otherwise, which is in conflict with the proper discharge of their responsibilities under this FAS, including but not limited to any business relationship or financial interest with health care providers that receive DSRIP funding (e.g. members of Performing Provider Systems**). If no conflicts exist, indicate that as well.**

The Department reserves the right to reject bids, at its sole discretion, based on any actual or perceived conflict of interest.

The vendor selected as the DSRIP Support Team contractor pursuant to this FAS will <u>not</u> be selected by the Department as a contractor or subcontractor providing DSRIP Independent Assessor services to potential Performing Provider Systems.

b) No later than 30 calendar days following notification of an award, and prior to execution of the contract, the contractor must abrogate any ownership, affiliation, subsidiary relationship, management or operating interest, or participation of any kind in any entity that is a member of a Performing Provider System.

c) All bidders and the resulting contractor shall ensure that its officers, employees, agents, consultants and/or sub-contractors comply with the requirements of the New York State Public Officers Law (POL), as amended, including but not limited to Sections 73 and 74, as amended, with regard to ethical standards applicable to State employees.

d) By signing the proposal, the bidder guarantees knowledge and full compliance with the provisions of the POL for purposes of this FAS. Failure to comply with these provisions may result in disqualification from the procurement process or withdrawal of a proposed contract award.

e) If, during the term of a resulting contract, the Contractor becomes aware of a relationship, actual or potential, which may be considered a violation of the POL, or which may otherwise be considered a conflict of interest, the Contractor shall notify the Department in writing immediately. Failure to comply with these provisions may result in termination or cancellation of the resulting contract and criminal proceedings as required by law.

D. 4: Technical Proposal

Do <u>not</u> include any cost information in this section of the proposal. See Section D.5.

The technical proposal should address all Project Specifications. It should also demonstrate the bidder's understanding of the scope and purpose of the various review activities and tasks required under the contract.

Throughout this section, the bidder will be asked to provide responses to specific topics. Do not exceed page limits in the responses. The bidder may submit reference material in appendices.

Appendices will not count towards the page count. However, appendices may not be used to circumvent page limitations.

The Technical Proposal should be submitted separate from the Cost Proposal. The outside of the Technical Proposal package should be clearly labeled in bold "**Funding Availability Solicitation (FAS) Delivery System Reform Incentive Payment Program DSRIP Support Team - Technical Proposal."**

To promote uniformity of preparation and to facilitate review, the Technical Proposal should include the following information in the order prescribed below and comply with the following general format requirements:

- Submit one original, six bound exact copies and one digital exact copy.
- Use letter size paper (8.5 x 11 inch);
- Font type for narrative information should be a minimum of 11 point;
- Submit each copy in a three ring binder with no staples or clasps;
- Use tab dividers for each section of the proposal; and
- Clearly number pages of the proposal, with each section of the proposal separately numbered and identified in a Table of Contents.

D. 4. 1: Transmittal Form (Attachment G)

Do <u>not</u> include any cost information in this section of the proposal. See section D.5.

The Transmittal Form should be signed in ink by an official of the bidding organization. The signatory should be authorized to bind the organization to the provisions of the FAS and Proposal.

The Transmittal Form includes the following information:

1. The Bidder's complete name and address, including the name, mailing address, email address, fax number and telephone number for both the authorized signatory and the contact name and number for representatives authorized to answer questions regarding this proposal;
2. The FEIN, DUNS Number and Type of Legal Business Entity of the bidder; and
3. The OSC Vendor ID.

The Transmittal Form includes the following attestations:

1. That the bidder accepts the contract terms and conditions contained in this FAS, including any exhibits and attachments, that the bidder has received and acknowledged all Department amendments to the FAS;

2. That the bidder is prepared, if requested by the Department, to present evidence of legal authority to do business in New York State, subject to the sole support satisfaction of the Department.

3. That the bidder has disclosed any and all potential conflicts of interest according to the requirements described in Section D.3. of this FAS and the bidder has knowledge of, and full compliance with, the New York State Public Officers' Law, as amended, including, but not limited to, sections 73 and 74 with regard to ethical standards applicable to State employees. If no conflict of interest exists, the bidder has confirmed that; and

4. The bidder has disclosed the expectation that subcontractor(s) services will be utilized. The Appendix to the Transmittal Form should include a subcontractor summary document for each listed subcontractor.

   The summary document should contain the following information:

   a. Complete name of the subcontractor, including DBA and the names of controlling interests for each entity;

   b. Complete address of the subcontractor;

   c. A general description of the scope of work to be performed by the subcontractor;

   d. Percentage of work the subcontractor will be providing;

   e. Evidence that the subcontractor is authorized to do business in the State of New York, and is authorized to provide the applicable goods or services in the State of New York; and

   f. The subcontractor's assertion that they do not discriminate in its employment practices with regards to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap.

D. 4. 2: Table of Contents

The Table of Contents should contain beginning page numbers for each section and subsection of the proposal. There is no page limit.

D. 4. 3: Executive Summary (3 page limit)

Do <u>not</u> include any cost information in this section of the proposal. See Section D.5.

The Executive Summary should include a clear, concise summary of the proposed approach to the project specifications indicated in the FAS as well as the bidder's past experience conducting any relevant related projects. Additionally, a general description of the capabilities

and planned roles of any proposed subcontractor(s), a summary of the bidder's demonstrated understanding of the project's major components and required processes should be included.

D. 4. 4: Performance Criteria Responses

In answering the sections below, the respondent should carefully review the project specifications itemized in Section C.

Page limits for each response must be strictly adhered to. Evaluators will not continue reading responses after the page limits have been reached.

Responses are to be enumerated in direct correlation to each request below. For example, a response to Section D.4.4.1 (Rapid Deployment of Support Team/Team Effectiveness and Expertise) below should begin with "D.4.4.1."

Detailed, specific information is expected in the responses. The respondent is expected to demonstrate as specifically as possible within the prescribed page limitations how they will accomplish each itemized DSRIP performance criteria requested.

In completing the Technical Proposal, responses must be provided to the items listed below. For some items, the respondent may wish to include an attachment or appendix that adds great detail to the response, such as a flowchart of operations. Attachments are allowed in a section following the Technical Proposal requirements, and each attachment should be identified with a tab divider. The number of pages in these attachments will not be considered part of the actual count of pages listed below. **However, attachments may not be used to circumvent page limitations as determined by the evaluation team.**

D. 4. 4. 1: Rapid Deployment of Support Team/Team Effectiveness and Expertise (10 page limit)

a. Describe your organization's overall ability and experience in rapidly deploying a statewide Support Team and subject matter experts to assist coalitions/emerging PPSs in drafting and submitting the DSRIP Project Plan application in light of the context of the Support Team as shown in Section C2. The answer may include the respondent's relevant expertise in producing similar deliverables.

b. Describe how your organization will deploy, in the specified time frames, the required regional project consultants, senior project consultants and subject matter experts in each of the 11 regions. Describe where consultants will be located, and plans for any onsite deployment of contractors in the case of emerging PPSs in need of intensive support as outlined in Section C. 4.

c. Identify the core management team who would be directly involved in the DSRIP Support Team project, their experience, and relevant job qualifications. The core management team must include the individual with principal responsibility of overseeing the day-to-day operations of the contract and who will be available to consult with DOH as needed.

D. 4. 4. 2: Capability to Assure Success of Project (5 page limit)

a. Describe your organization's experience and track record in developing prototype project proposals and related tools as specified in Section C.3.1. Describe the process by which these prototypes and tools would be developed. Include samples as relevant.[3]

b. Describe your organization's experience and track record in developing "how to" guides as specified in Section C.3.3. Describe the process by which these guides would be developed. Include samples as relevant.[3]

c. Describe your organization's experience and track record in working with organizations in need of "intensive" support, as specified in Section C.5. Describe the process by which this additional support would be handled differentially from those needing "basic support."

D. 4. 4. 3: Overall Organizational Support and Experience (15 page limit)

Provide the following information for your organization:

a. Provide a brief (2-3 page) summary history and description of your organization. Include a 1-page organizational chart along with a copy of your organization's most recent annual financial report.[4]

b. Provide (1) a proposed organization chart that includes key positions and functions related to the DSRIP Support Team project, (2) a detailed staffing and organization plan to address all work related to the project, and (3) a description of the proposed strategy to address potential work load issue changes resulting from the uncertain volume of Project Plan applications.

c. Give the name and title of person(s) authorized to bind the bidder, the main office address, telephone number (including area code) and email address.

d. Describe the organization's direct experience with the implementation and administration of the key components of the project, including those related to a Medicaid waiver program and direct care performance management and improvement.

e. Identify all subcontractors that the organization intends to use in fulfilling the requirements of this FAS, including the relevant experience of each and submit a letter from each planned subcontractor affirming their commitment to participate in the project described in this FAS and their responsibilities.

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[3] Sample documents do not count against the total page limit.
[4] Financial reports do not count against the total page limit.

f. Provide a minimum of three (3) professional references from organization leaders for whom your organization have provided services. Include the name, title, address, telephone number and email address of a contact person for each organization. The reference projects should be similar in size and scope to this project.

g. List all current and past government contracts awarded to the organization including the name, title, and telephone number of the principle contact person for those contracts within the organization. List all current and past government contracts which the organization participated as a subcontractor, including the name, title, and phone number of the principal contact person.

D. 4. 4. 4: Workplan and Deliverables (5 page limit)

a. Provide a detailed workplan that aligns with the Support Team Tasks/Deliverables as shown in Section C.5. Include a brief narrative (1-2 sentences) of the proposed tasks, and include fields for the proposed completion dates and responsible parties.

D.5: Cost Proposal

The bidder must submit a Cost Proposal separate from the Technical Proposal. The Cost Proposal should be submitted in a sealed package and should be clearly labeled in bold "Funding Availability Solicitation (FAS) Delivery System Reform Incentive Payment Program DSRIP Support Team – Cost Proposal."

The Cost Proposal consists of the following completed forms:

- Bid Form (Attachment H)
- Lobbying Form (Attachment I)
- M/WBE Forms (See Attachment K)
- VR Attestation (See Attachment J and Section E.9.)
- Encouraging use of New York businesses in contract performance (See Attachment N and Section E. 17)

Cost Proposals should be accurate, clear and concise. The Department may reject any bid containing Cost Proposal inaccuracies.

The respondent must submit a bid as indicated on the Bid Form in Attachment H shown below in Section D.5.1.

The Attachment H Bid Form should include each staff member type who has been identified as part of the proposed Support Team.

The cost proposal will be evaluated along with the technical proposal to select the vendor who, at the discretion of the Commissioner of Health, is deemed best able to successfully assure the completion of all tasks in this FAS.

All bids are subject to change subsequent to Department of Health negotiation with any bidder.

D. 5. 1: Bid Form

Attachment H contains the Bid Form that should be submitted in response to this FAS. Compliance with provisions of this form will be evaluated as part of the screening for minimum requirements described in Section D.1 of this FAS. Failure to comply will result in disqualification of the bidder.

The Contractor will bid on all-inclusive hourly rates by title, as specified below and in the Bid form instructions. Hourly rates for travelling staff are to be differentiated from rates pertaining to non-travelling staff.

Contractor is expected in these rates to assume the provision of office space, furniture and supplies for staff when not in travel status; and communications equipment, including, but not limited to, telephones, fax machines, personal computers and printers, and computer support services at all times.

It is further expected that the PPS will provide meeting space, work space and supplies to the contractor's staff when contractors are working on site of a PPS participant.

D. 5. 2: Financial Capacity and Stability

Bidders should be prepared, at any point during the application evaluation period, to provide additional evidence of their organization’s financial stability in order to confirm their ability to successfully complete all requirements of any contract that would emerge from this FAS. Evidence includes independently audited financial statements (not annual reports) for the last three full years of operations. If these reports are considered proprietary in nature, indicate this with the submission. If a bidder is not required to have independent audits performed, a statement to that effect should be included with the submission, and evidence of financial ability to perform this project should be provided for the same time period.

D. 6: Selection Method and Award

The Commissioner of Health will establish a FAS review team with professional expertise in the area of both the administration of the New York State Medicaid program and the delivery of health care services. Proposals deemed by the Department to have met the minimum requirements as outlined in Section D.1: will have both their technical and cost proposal evaluated.

The selected review team will evaluate the proposals made in response to this FAS in the process of recommending a contractor for selection by the Commissioner according to a methodology chosen by the Department of Health. The review team will recommend to the Commissioner the bidder determined to be best qualified perform the FAS project specifications. The criteria used to evaluate the responses to this FAS will include:

- Work experience related to performing the Support Team's functions;
- Level of staffing resources and their professional expertise;
- Technological capacity and innovation;
- Reporting and data analytic capacity;
- Health care quality assessment and evaluation expertise;
- Health care economics/econometrics evaluation expertise;
- Quality of responses to Technical Evaluation; and
- Hourly rates requested on Attachment H Bid Form.

In performing this evaluation, the review team may consider any other relevant information derived from the respondent's current or past employers as well as the Department's previous experience with the respondent's work performance.

D. 6. 1: Notification of Award

After evaluation and selection of the successful bidder, all applicants will be notified in writing of the selection or non-selection of their proposals. The name of the successful bidder will be disclosed.

Once an award has been made, bidders may request, via email or U.S. mail to the Permissible Subject Matter Contact for this FAS at the address listed on page 2 (see also Section E.2.), a debriefing with regard to 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 ten (10) business days from date of award or non-award announcement.

Press releases by any bidder pertaining to this project shall not be made without prior written approval of, and in conjunction with, the Department of Health.

SECTION E: ADMINISTRATIVE REQUIREMENTS

E.1: Issuing Agency

This FAS is a solicitation issued by the NYS Department of Health. The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

E.2: Inquiries

Any questions concerning this solicitation must be directed to:

Caleb Wistar
New York State Department of Health
Office of Primary Care and Health Systems Management
Tower Building Room 1695
Corning Tower
Albany, NY 12237
Email: ST@health.state.ny.us

To the degree possible, each inquiry should cite the FAS section and paragraph to which it refers. Written questions will be accepted until the date and time posted on the cover of this FAS.

Prospective bidders should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the "Written Questions Due" date as indicated on the cover page of this FAS.

Questions and answers, as well as any updates or modifications, will also be posted on the Department's website at the website listed on the cover of this FAS. All such updates will be posted on or about the date identified on the cover sheet of this FAS.

There will be a non-mandatory bidder's conference in conjunction with this FAS; see the website on the cover page of this FAS for more information about the date and location of the conference.

E.3: Submission of Proposals

Interested bidders should submit eight complete sets of both the technical and cost proposal: one original and six bound exact copies in hardcopy format and an electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only. The hardcopy sets and CD of the technical proposal should be packaged, labeled and sealed separately from the hardcopy sets and CD of the cost proposal. The separate technical and cost packages should be mailed as one parcel.

In case of any discrepancy between the electronic and the hard copy documents, the hard copy original shall supersede.

The responses to this FAS should be clearly labeled **"Funding Availability Solicitation (FAS) Delivery System Reform Incentive Payment Program Support Team"** and submitted to:

Caleb Wistar
New York State Department of Health
Office of Primary Care and Health Systems Management
Tower Building Room 1695
Corning Tower
Albany, NY 12237
Email: ST@health.state.ny.us

It is the responsibility of the bidder to see that complete copies of the proposal are delivered to the Department prior to the date and time of the bid due date as indicated on the Schedule of Key Events (cover page). Bids not received by the due date and time will not be considered.

E.4: Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all proposals received in response to the FAS;
2. Withdraw the FAS at any time, at the agency's sole discretion;
3. Make an award under the FAS in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the FAS;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through 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 FAS;
7. Prior to the proposal due date as indicated on the Schedule of Key Events, amend the FAS specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the proposal due date as indicated on the Schedule of Key Events, direct bidders to submit proposal modifications addressing subsequent FAS 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. Under the authority given to the Commissioner in Section 365-h of Social Services Law, select and negotiate with the successful bidder(s) best suited to serve the purposes set forth in the statute and the FAS;
13. Select and conduct contract negotiations with other bidders which, in the discretion of the Commissioner, are best suited to serve the purposes of Section 365-h of the Social Services Law and the FAS, should the agency be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 365 calendar days from the bid opening; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

E.5: Public Information

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

E.6: Voucher Submission, Payment and Supporting Documentation

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 New York State Business Services Center (BSC) at: DOHaccountspayable@ogs.ny.gov

- Alternate Method: Mail vouchers to BSC at the U.S. postal address to be specified in the contract.

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.ny.gov/epay/index.htm, by email at epayments@osc.state.ny.us or by telephone at 855-233-8363. Contractor acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

- The contractor must provide complete and accurate billing invoices.

The contractor will submit invoices, for all personal service paid to date within 15 business days of the submission to DOH of the following deliverables:

Support Team Reports/Deliverables	Due Date
Progress Report 1: Support team statewide organization and deployment status by region	8/1/2014

Support Team Reports/Deliverables	Due Date
Progress Report 2: Regional information data analysis (provider demographics, health system information, etc.); **Progress Report 3:** Identification of coalitions by region requiring intensive support to develop Project Plan applications; workplan to address support needs; **Deliverable:** "How-to" guides **Deliverable:** 3 complete prototypes	9/22/2014
Progress Report 4: Status of DSRIP Project Plan Applications submitted (how many submitted; how many not submitted; barriers and issues relating to those applications not submitted).	12/31/2014
Progress Report 5: Status of work with coalitions to strengthen governance of emerging PPSs relating to Certificate of Need (CON) applications.	3/1/2015
Final Report	4/1/2015

- Payments will be all-inclusive hourly rate reimbursement under the contract and will be the only compensation received by the contractor for performing the duties procured by the state through this FAS.
- Deliverables include all items listed above and described in Section C of this FAS. The contractor shall receive payment for all items after the last deliverable on the submitted work plan has been completed per the schedule above, and the work is deemed satisfactory, by the Department.
- If any of the deliverables are submitted after the specified due date listed above, (DOH has the authority to alter dates in timeline of this FAS), the contractor shall forfeit 10% of the requested payment for every period of 15 business days the deliverable is late.

E.7: Term of Contract

It is anticipated that the Department will award a contract for up to a **one (1)-year period beginning July 15, 2014.**

The contract 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 contract shall be deemed terminated and canceled.

E.8: Early Termination Transition Plan

If the contract is terminated before the end of the contract period, the bidder will work with the State to transition any documents, reports, files, activities, and responsibilities to the Department, or its designee, to maintain and continue these state and federally mandated requirements.

E.9: Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors should file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.ny.gov/vendrep or go directly to the VendRep system online at https://portal.osc.ny.gov. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.ny.gov /vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment J).

E.10: State Consultant Services Reporting

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

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

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

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report are attached (Attachments L-M) or may be accessed electronically at: http://www.osc.ny.gov/procurement/.

E.11: Lobbying Statute

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

1. Makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;

2. Requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;

3. Requires governmental entities to designate persons who generally may be

the only staff contacted relative to the governmental procurement by that entity in a restricted period;

4. Authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;

5. Directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;

6. Requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;

7. Expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;

8. Modifies the governance of the New York State Commission on Public Integrity;

9. Provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;

10. Increases the monetary threshold which triggers a lobbyists obligations under the Lobbying Act from $2,000 to $5,000; and

11. Establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as “new State Finance Law.”

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Commission on Public Integrity regarding procurement lobbying, the Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (see Legislative Law §1-t

(c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Commission on Public Integrity.

E.12: Accessibility of State Agency Web-based Intranet and Internet Information and Applications

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, "Accessibility Web-based Information and Applications", and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

E.13: Information Security Breach and Notification Act

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

E.14: New York State Tax Law Section 5-a

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

which the certification is made.

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

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

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Forms ST-220-TD and ST-220-CA may be accessed electronically at:
ST-220-TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf and

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

E.15: Piggybacking

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

E.16: Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

New York State Law

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

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The

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

Business Participation Opportunities for MWBEs

For purposes of this solicitation, New York State Department of Health hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that New York State Department of Health may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: http://www.esd.ny.gov/mwbe.html.
For guidance on how New York State Department of Health will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

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

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

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

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

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

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

D. New York State Department of Health may disqualify a Bidder as being non-responsive under the following circumstances:
    a) If a Bidder fails to submit a MWBE Utilization Plan;
    b) If a Bidder fails to submit a written remedy to a notice of deficiency;
    c) If a Bidder fails to submit a request for waiver; or
    d) If New York State Department of Health determines that the Bidder has failed to document good faith efforts.

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

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

Equal Employment Opportunity Requirements

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

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

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

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

E.17: 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 N to indicate their intent to use/not use New York Businesses in the performance of this contract.

SECTION F: DEFINITIONS (DSRIP Glossary)

Achievement Value: Points received by a Performing Provider System for reaching a specified performance target/milestone during a specific reporting period. Achievement values are either expressed as 0=not meeting benchmark or 1=meeting benchmark. Achievement Values are used to determine incentive payments based on performance.

Advanced Primary Care (APC): Leading model for efficient management and delivery of quality health care services that builds on the principles embodied by the NCQA-certified medical home. An APC practice utilizes a team approach, with the patient at the center. The care model emphasizes prevention, health information technology, care coordination and shared decision-making among patients and their providers. The APC model is designed to leverage the strengths of New York State's emerging NCQA-certified medical homes while laying out a graduated path for all practices to advance toward integrated care.

Agency for Healthcare Research and Quality (AHRQ): Federal agency charged with improving the quality, safety, efficiency, and effectiveness of and effectiveness of health care for all Americans.

Attachment I: An attachment to the NY DSRIP Special Terms and Conditions that contain the Program Funding and Mechanics Protocol. Attachment I describes the review and valuation process for DSRIP Project Plans, incentive payment methodologies, reporting requirements, and penalties for missed milestones.

Attachment J: An attachment to the NY DSRIP Special Terms and Conditions that contain the Strategies Menu and Metrics Attachment J details the specific delivery system improvement strategies and metrics that are eligible for DSRIP funding. The strategies are listed in Part I and the metrics are listed in Part II.

Attribution: A formula used to determine how a population is assigned to an affiliated group of providers responsible for the care of the population. For DSRIP, attribution will be done utilizing a hierarchical geographic and service loyalty methodology, to ensure that a beneficiary is only assigned to one Performing Provider System.

Avoidable Hospital Use: This term is used to designate all avoidable hospital service use including avoidable emergency department use, avoidable hospital admissions and avoidable hospital readmissions within 30 days. This can be achieved through better aligned primary care and community based services, application of evidence based guidelines for primary and chronic disease care, and more efficient transitions of care through all care settings.

Baseline Data: A set of data collected at the beginning of a study or before intervention has occurred. For DSRIP, Performing Provider System improvement targets will be established annually using the *baseline data* for DY 1 and then annually thereafter for DY2-5. The state must use existing data accumulated prior to implementation to identify performance goals for performing providers.

Behavioral Interventions Paradigm in Nursing Homes (BIPNH): As an additional behavioral health measure for provider systems, this strategy uses SNF skilled nurse practitioners and psychiatric social workers to provide early assessment, reassessment, intervention and care coordination to reduce transfer of patients from a SNF facility to an acute care hospital by early intervention strategies, to stabilize patients before crisis levels occur.

Center for Medicare and Medicaid Services (CMS): Federal agency responsible for administering Medicare and overseeing state administration of Medicaid.

Clinical Improvement Milestones: Noted under Domain 3, these milestones focus on a specific disease or service category, e.g., diabetes, palliative care, that is identified as a significant cause of avoidable hospital use by Medicaid beneficiaries. Milestones can either relate to process measures or outcome measures and can be valued either on reporting or progress to goal, depending on the metric. Every Performing Provider System must include one strategy from behavioral health. Payment for performance on these outcome milestones will be based on an objective demonstration of improvement over baseline, using a valid, standardized method.

Coalition: Partnerships that are formed between providers to apply collectively as a single Performing Provider System (PPS). Coalitions must designate a lead coalition provider who will be held responsible for ensuring that the PPS meets all the requirements of the DSRIP program. Coalitions will be evaluated on performance on DSRIP milestones collectively as a single Performing Provider System.

Consumer Assessment of Healthcare Providers and Systems (CAHPS): Surveys that ask consumers and patients to report on and evaluate their experiences with health care. The surveys cover topics that are important to consumers and focus on aspects of quality that consumers are best qualified to assess, such as the communication skills of providers and ease of access to health care services. The CAHPS program is funded and overseen by the U.S. Agency for Healthcare Research and Quality (AHRQ).

Designated State Health Programs (DSHP): State health programs not normally eligible for matching federal funds. Under the 1115 Partnership Waiver, CMS has the authority to match funding for state health programs in which CMS recognizes as providing a vital service to Medicaid beneficiaries.

Delivery System Reform Incentive Payment Program (DSRIP): As part of New York's Medicaid Redesign Team (MRT) Waiver Amendment, DSRIP's purpose is to fundamentally restructure the health care delivery system by reinvesting in the Medicaid program, with the primary goals stabilizing the safety-net system and reducing avoidable hospital use by 25% over 5 years. DSRIP is the largest piece of the MRT Waiver Amendment with a total allocation of $6.42 billion.

Domain: Overarching areas in which DSRIP strategies are categorized. Performing Provider Systems must employ strategies from the domains two through four in support of meeting Project Plan goals and milestones. Domain one is encompasses project process measures and does not contain any strategies. The Domains are:

- Domain 1: Overall Project Progress
- Domain 2: System Transformation
- Domain 3: Clinical Improvement
- Domain 4: Population-wide Strategy Implementation

DSRIP Plan Checklist: Criteria used to review submitted DSRIP Plans to ensure completeness. The checklist will be utilized as a robust review process for each submitted DSRIP Project.

DSRIP Project: Individual method created by a Performing Provider System to transform the delivery of care that support Medicaid beneficiaries and uninsured as well as address the broad needs for the population the performing provider system serves. DSRIP projects will be designed to meet and be responsive to community needs while meeting 3 key elements: appropriate infrastructure, integration across settings and assumes responsibility for a define population.

DSRIP Project Plan: Detailed plans that Performing Provider Systems submit to the state detailing DSRIP strategies they have selected to be directly responsive to the needs and

characteristics of the their community in order to achieve DSRIP objectives.

DSRIP Strategies: A cluster of DSRIP projects grouped together because they address the same issue within a given Domain. For each collection of strategies, there is a set of metrics that the performing provider system will be responsible for if they do any one of the projects within that strategy.

Evaluation Plan: Part of the DSRIP pre-implementation activities, the state must submit an evaluation plan for DSRIP, including the budget and adequacy of approach to meet the scale and rigor of the requirements of Special Terms and Conditions (STC's), and also provide the identification of the selected Independent Evaluator.

Federal Financial Participation (FFP): The portion of Medicaid health program expenditures that are paid by a Federal Government.

Health Resources and Services Administration (HRSA): An agency of the U.S. Department of Health and Human Services, HRSA is the primary Federal agency for improving access to health care services for people who are uninsured, isolated or medically vulnerable. HRSA's grantees provide health care to uninsured people, people living with HIV/AIDS, and pregnant women, mothers, and children. HRSA also supports the training of health professionals, the distribution of providers to areas where they are needed most, and improvements in health care delivery.

Healthcare Effectiveness Data and Information Set (HEDIS): Tool used by more than 90 percent of America's health plans to measure performance on important dimensions of care and service. Altogether, HEDIS consists of 75 measures across 8 domains of care. The NCQA collects HEDIS data directly from Health Plan Organizations and Preferred Provider Organizations for multiple purposes and the data collected are maintained in a central database with strict controls to protect confidentiality.

High Performance Fund: A portion of the Public Hospital Transformation Fund and Safety Net Performance Provider System Transformation Fund will be set aside to reward Performing Provider Systems that exceed their metrics and achieve high performance by exceeding a preset higher benchmark for reducing avoidable hospitalizations or for meeting certain higher performance targets for their assigned behavioral health population.

Independent Assessor: An independent entity, with expertise in delivery system improvement, whose role is to conduct a transparent review of all proposed/submitted DSRIP Project Plans and make project approval recommendations to the state using CMS-approved criteria. In addition, the DSRIP Support Team will also assist with the mid-point assessment and any other ongoing reviews of DSRIP Project Plan.

Independent Evaluator: An independent entity, with expertise in delivery system improvement, who's role is to assist with continuous quality improvement within DSRIP.

Index Score: An evaluation or score assigned to DSRIP projects, based on five elements (1. Potential for achieving system transformation, 2. Potential for reducing preventable event, 3. % of Medicaid beneficiaries affected by project, 4. Potential Cost Savings and 5. Robustness of

Evidence Based suggestions). Project index scores are set by the state and are released prior to the Project Plan application period.

Integrated Delivery System (IDS): An organized, coordinated, and collaborative network of various healthcare providers that care connected with the aim to offer a coordinated, continuum of services to a particular patient population or community. A goal of an efficient Integrated Delivery System is to be accountable, both clinically and fiscally, for the clinical outcomes and health status of the population or community served, and has systems in place to manage and improve them.

INTERACT Project: INTErventions to Reduce Acute Care Transfers is a quality improvement program that focuses on inpatient transfer avoidance for SNF, the management of acute change in a resident's condition to stabilize the patient and avoid transfer to an acute care facility. The program includes clinical and educational tools and strategies for use in every day practice in long-term care facilities. The current version of the INTERACT Project was developed by the Interact interdisciplinary team under the leadership of Dr. Ouslander, MD with input from many direct care providers and national experts in projects based at Florida Atlantic University (FAU) supported by the Commonwealth Fund. There is significant potential to further increase the impact of INTERACT by integrating INTERACT II tools into nursing home health information technology through a standalone or integrated clinical decision support system.

Intergovernmental Transfer (IGT): IGT entities are entities that are eligible to contribute allowable governmental funds for use by the state for the non-federal share of DSRIP payments for a Performing Provider System. They include government-owned Hospitals and other government entities such as counties.

Interim Access Assurance Fund (IAAF): Temporary, time limited, funding available from an IAAF to protect against degradation of current access to key health care services and avoid gaps in the health delivery system. New York is authorized to make payments for the financial support of selected Medicaid providers.

Lead Coalition Provider: Provider that is primarily responsible for ensuring that the coalition partnerships meet all requirements of performing provider systems (PPS), including reporting to the state and CMS.

Learning Collaborative: Learning collaboratives are required forums for Performing Provider Systems to share best practices and get assistance with implementing their DSRIP projects. The state will support regular learning collaboratives regionally and at the state level (with at least one face -to-face statewide collaborative annually), and may be organized either geographically, by the goals of the DSRIP, or by the specific DSRIP projects. Learning collaboratives should primarily be focused on learning (through exchange of ideas at the front lines) rather than teaching (i.e. large conferences).

Maximum Application Valuation: Represents the highest possible financial value placed on a Performing Provider System's final DSRIP plan. The Maximum Application Valuation is the sum of the of all the maximum project valuation for each of the projects within a Performing Provider System DSRIP Project Plan application.

Maximum Project Valuation: Represents the highest possible financial value placed on an individual project within a Performing Provider System's final DSRIP plan.

Meaningful Use (MU): The American Recovery and Reinvestment Act of 2009 authorizes the Centers for Medicare & Medicaid Services (CMS) to provide incentive payments to eligible professionals (EPs) and hospitals who adopt, implement, upgrade, or demonstrate meaningful use of certified electronic health record (EHR) technology. Meaningful Use is defined by the use of certified EHR technology in a meaningful manner (for example electronic prescribing); ensuring that the certified EHR technology is connected in a manner that provides for the electronic exchange of health information to improve the quality of care; and that in using certified EHR technology the provider must submit to the Secretary of Health & Human Services (HHS) information on quality of care and other measures.

Measure Steward: An individual or organization that owns a measure and is responsible for maintaining the measure.

Metric Specification Guide: A state developed guide that will provide additional information on the metrics and measures, data sources for each measure (whether the measure is collected by the state or the provider), the reference for the data steward for each metric (i.e. the National Quality Forum reference number, etc.) and the high performance level for each pay-for-performance metric.

Mid-point assessment: As part of the DSRIP review and ongoing funding, during DY3 of DSRIP, the state's DSRIP Support Team shall assess Performing Provider Systems performance to determine whether their DSRIP Project Plans merit continued funding and provide. Based on the findings, the DSRIP Support Team makes a recommendation to the state. The state then uses the Support Team's recommendations to determine whether a Project Plan should be continued, discontinued or continued with alterations to the Project Plan.

Milestone: DSRIP project actions or activity goals, achieved over time.

MRT Waiver Amendment: An amendment allowing New York to reinvest $8 billion in Medicaid Redesign Team generated federal savings back into NY's health care delivery system over five years. The Waiver amendment contains three parts: Managed Care, State Plan Amendment and DSRIP. The amendment is essential to implement the MRT action plan as well as prepare for ACA implementation.

National Committee for Quality Assurance NCQA: A private, not-for-profit organization dedicated to improving health care quality. Since its founding in 1990, NCQA has been a central figure in driving improvement throughout the health care system, helping to elevate the issue of health care quality to the top of the national agenda. NCQA has helped to build consensus around important health care quality issues by working with large employers, policymakers, doctors, patients and health plans to decide what's important, how to measure it, and how to promote improvement.

New York State Health Innovation Plan (SHIP): - In April 2013, the New York State Department of Health was awarded a State Innovation Models (SIM) grant by the Centers for Medicare and Medicaid Innovation (CMMI) to develop a State Healthcare Innovation Plan

(hereafter "the Plan") and is the roadmap to achieve the “Triple Aim” for all New Yorkers: improved health, better health care quality and consumer experience, and lower costs. The intent and goal of the Plan is to identify and stimulate the spread of promising innovations in health care delivery and finance that result in optimal health outcomes for all New Yorkers.

Partnership Plan (NY): – As part of Section 1115 of the Social Security Act, the Partnership Plan Section 1115(a) Demonstration for New York, uses a managed care delivery system to create efficiencies in the Medicaid program and enable the extension of coverage to certain individuals who would otherwise be without health insurance. CMS has approved New York’s request for an amendment to New York’s Partnership Plan, authorizing the creation of a Delivery System Reform Incentive Payment (DSRIP) Fund.

Patient Centered Medical Home (PCMH): A way of organizing primary care that emphasizes care coordination and communication to provide patients with timely, well-organized and integrated care, and enhanced access to teams of providers within a health care organization.

Pay-for-Performance (P4P): Payment model that rewards providers for meeting certain pre-established performance targets or measures for quality and efficiency.

Pay-for- Reporting (P4R): Payment model that rewards providers for reporting on certain pre-determined metrics.

Percentage Achievement Value (PAV): The ratio of the actual Achievement Value (AV) points earned by a Performing Provider System for meeting performance metrics during a reporting period to the total possible achievement value points that could have been earned by the Performing Provider System during the reporting period.

Performing Provider Systems (PPS): Entities that are responsible for performing a DSRIP project. DSRIP eligible providers, which include both major public general hospitals and safety net providers, collaborating together, with a designated lead provider for the group.

Plan Application Score: Each Performing Provider System’s final Project Plan application will receive a score (out of 100 possible points) base on the application’s fidelity to the project description, likelihood of achieving DSRIP objectives by implementing the project. The Project Plan application score is one variable used in calculating the maximum value of a project.

Population-wide Project Implementation Milestones: Also known as Domain 4, DSRIP performing provider systems responsible for reporting progress on measures from the New York State Prevention Agenda. These metrics will be measured for a geographical area denominator of all New York State residents, already developed as part of the Prevention Agenda: http://www.health.ny.gov/prevention/prevention_agenda/2013-2017/index.htm

Potentially Preventable Emergency Room Visits (PPVs): Part of the nationally recognized measures for avoidable hospital use. The measures identify emergency room visits that could have been avoided with adequate ambulatory care.

Potentially Preventable Readmissions (PPRs): Part of the nationally recognized measures for avoidable hospital use. PPRs measure readmissions to a hospital following a prior

discharge from a hospital and that is clinically-related to the prior hospital admission.

Prevention Agenda: As Part of Domain 4, Population-wide Strategy Implementation Milestones, the Prevention Agenda refers to the "blueprint for state and local action to improve the health of New Yorkers in five priority areas and to reduce health disparities for racial, ethnic, disability, socioeconomic and other groups who experience them", as part of New York State's Health Improvement Plan . Further information: http://www.health.ny.gov/prevention/prevention_agenda/2013-2017/index.htm

Prevention Quality Indicators – Adults (PQIs): Part of the nationally recognized measures for avoidable hospital use PQIs are a set of measures that can be used with hospital inpatient discharge data to identify quality of care for "ambulatory care sensitive conditions." These are conditions for which good outpatient care can potentially prevent the need for hospitalization, or for which early intervention can prevent complications or more severe disease. The PQIs are population-based and can be adjusted for covariates for comparison purposes. Additionally there are similar potentially preventable hospitalization measures for the pediatric population referred to as PDIs.

Prevention Quality Indicators – Pediatric (PDIs): Part of the nationally recognized measures for avoidable hospital use that can be used with hospital inpatient discharge data to provide a perspective on the quality of pediatric healthcare. Specifically, PDIs screen for problems that pediatric patients experience as a result of exposure to the healthcare system and that may be amenable to prevention by changes at the system or provider level. Similarly the PDIs are population based and can be also be adjusted for covariates for evaluation.

Project Design Grants: As part of the DSRIP pre-implementation activities, the state will provide allotted amounts to providers for DSRIP Design Grants from a designated Design Grant Fund. These grants will enable providers to develop specific and comprehensive DSRIP Project Plans. Applicants who receive project design grants are expected to submit a DSRIP Project Plan or they will have to refund DSRIP Project Design Grant awards.

Project Progress Milestones: Also known as Domain 1, measures the investments in technology, tools, and human resources that strengthen the ability of the performing provider systems (PPS) to serve target populations and pursue DSRIP project goals. The Project Progress milestones include monitoring of the project spending and post-DSRIP sustainability. In addition, submission of quarterly reports on project progress specific to the PPS DSRIP project and it's Medicaid and low-income uninsured patient population.

Project Toolkit: A state developed guide that will provide additional information on the core components of each DSRIP strategy, how they are distinct from one another, and the rationale for selecting each strategy (i.e. evidence base for the strategy and it's relation to community needs for the Medicaid and uninsured population). In addition, the strategy descriptions provided in the toolkit will be used as part of the DSRIP Plan Checklist and can serve as a supplement to assist providers in valuing projects.

Project Valuation: Process by which the state assigns monetary value to Performing Provider Systems' final Project Plans.

Public Hospital Transformation Fund: A DSRIP funding pool, available to Performing Provider System applicants led by a major public hospital system.

Quality Strategy: A requirement of the 1115 Waiver, delineates the goals of the NYS Medicaid managed care program and the actions taken by the New York State Department of Health (NYS DOH) to ensure the quality of care delivered to Medicaid managed care enrollees. The Strategy has evolved over time as a result of programmatic changes, member health needs, clinical practice guidelines, federal and state laws, lessons learned, and best practices; it has been successful as it has documented improvement in the quality of health care being provided to enrollees.

Rapid Cycle Evaluation: As part of the DSRIP Project Plan submission requirements, the Performing Provider Systems must include in its' plan, an approach to rapid cycle evaluation, which informs the system in a timely fashion of its progress, how that information will be consumed by the system to drive transformation and who will be accountable for results, including the organizational structure and process to be overseen and managed.

Review Tool: As part of the DSRIP Project Plan application review, the state, in collaboration with the Independent Assessor, will develop and use a standardized review tool used to review DSRIP Project Plans and ensure compliance with the DSRIP Special Terms and Conditions (STC's) and associated protocols. The review tool will define the relevant factors, assign weights to each factor, and include a scoring for each factor. Each factor will address the anticipated impact of the project on the Medicaid and uninsured populations consistent with the overall purpose of the DSRIP program.

Safety Net Performance Provider System Transformation Fund: A DSRIP funding pool, available to non-public DSRIP eligible providers (includes hospitals, nursing homes, clinics including FQHCs, behavioral health providers….).

Safety Net Provider (SNP): Entities that provider care to underserved and vulnerable populations. The term "safety net" is used because for many low-income and vulnerable populations, safety net providers are the "invisible net of protection" for individuals whose lack of health coverage or other social and economic vulnerabilities limits their ability to access mainstream medical care.

Below is the DSRIP specific definition of safety-net provider:

The definition of safety net provider for hospitals will be based on the environment in which the performing provider system operates. Below is the safety net definition:

- A hospital must meet the following criteria to participate in a performing provider system:
    - Must be either a public hospital, Critical Access Hospital or Sole Community Hospital, or
    - Must pass two tests:
        1. At least 35 percent of all patient volume in their outpatient lines of business must be associated with Medicaid, uninsured and Dual Eligible individuals.
        2. At least 30 percent of inpatient treatment must be associated with Medicaid, uninsured and Dual Eligible individuals; or

- Must serve at least 30 percent of all Medicaid, uninsured and Dual Eligible members in the proposed county or multi-county community. The state will use Medicaid claims and encounter data as well as other sources to verify this claim. The state reserves the right to increase this percentage on a case by case basis so as to ensure that the needs of each community's Medicaid members are met.

o Non-hospital based providers, not participating as part of a state-designated health home, must have at least 35 percent of all patient volume in their primary lines of business and must be associated with Medicaid, uninsured and Dual Eligible individuals.
o Vital Access Provider Exception: The state will consider exceptions to the safety net definition on a case-by-case basis if it is deemed in the best interest of Medicaid members. Any exceptions that are considered must be approved by CMS and must be posted for public comment 30 days prior to Project Plan application approval. Three allowed reasons for granting an exception are:
    - A community will not be served without granting the exception because no other eligible provider is willing or capable of serving the community.
    - Any hospital is uniquely qualified to serve based on services provided, financial viability, relationships within the community, and/or clear track record of success in reducing avoidable hospital use.
    - Any state-designated health home or group of health homes.
o Non-qualifying providers can participate in Performing Providers Systems. However, non-qualifying providers are eligible to receive DSRIP payments totaling no more than 5 percent of a project's total valuation. CMS can approve payments above this amount if it is deemed in the best interest of Medicaid members attributed to the Performing Provider System.

Special Terms and Conditions (STC): Describes the general rules and requirements of the Delivery System Reform Incentive Payment (DSRIP) Program.

Statewide Accountability: New York State meeting overall state milestones as described in the STCs and Attachment I. Statewide achievement of performance goals and targets must be achieved and maintained for full access to the funding level as specified in the STCs.

Statewide Planning and Research Cooperative System (SPARCS): A comprehensive data reporting system established in 1979 as a result of cooperation between the health care industry and government. Initially created to collect information on discharges from hospitals, SPARCS currently collects patient level detail on patient characteristics, diagnoses and treatments, services, and charges for every hospital discharge, ambulatory surgery patient, and emergency department admission in New York State.

System Transformation Milestones: Also known as Domain 2, these are outcomes based on a community needs assessment, which reflect measures of inpatient/outpatient balance, increased primary care/community-based services utilization, rates of global capitation, partial capitation, and bundled payment of providers by Medicaid managed care plans and measures for patient engagement.

"Three M" 3M: A company that provides software for analysis of potentially preventable events.

Total Achievement Value: The sum of all Achievement Value (AV) points a Performing

Provider System has obtain for meeting performance metrics during a reporting period.

Valuation Benchmark: An external benchmark expressed in a per capital value that is based on a similar delivery reforms and used in the project valuation process. The valuation benchmark is set based on the overall scope of Project Plan applications received with a maximum statewide value on $15.

Vital Access Provider (VAP) Program: Funding available to qualified healthcare providers for supplemental financial assistance to improve community care in support of ensuring financial stability and advance ongoing operational change to improve community care.

SECTION G. CONTRACT APPENDICES

The following will be incorporated as appendices into any contract resulting from this Funding Award Solicitation. This Funding Award Solicitation, excluding Attachment L "Sample Standard NYS Contract Language and Appendices" will, itself, be included as an appendix of the contract.

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

contract as **Appendix E-2**:

- **CE-200,** Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/or Disability Benefits Insurance Coverage Is Not Required; OR
- **DB-120.1** – Certificate of Disability Benefits Insurance
- **DB-155** – Certificate of Disability Benefits Self-Insurance

- Appendix G - Notices
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)
- Appendix M - Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures
- Appendix X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

SECTION H. ATTACHMENTS

Attachment G	Transmittal Form
Attachment H	Bid Form
Attachment I	Lobbying Form
Attachment J	Vendor Responsibility Attestation
Attachment K	NYS Department of Health M/WBE Procurement Forms
Attachment L	State Consultant Services Form A
Attachment M	State Consultant Services Form B
Attachment N	New York Business Identifying Information Form
Attachment O	DSRIP Project Plan Application Criteria
Attachment P	Authorizing Statute for this Procurement
Attachment Q	Sample Standard NYS Contract Language and Appendices (see also Section G)

Attachment G
Transmittal Form
Title: Delivery System Reform Incentive Payment (DSRIP) Program Support Team
FAS # 15658

Bidder Full Corporate Name: _____

Corporate Address: _____
_____

NYS Vendor ID Number: _____ DUNS Number: _____

Type of Legal Business Entity: _____

Contact Person Information:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Attestations (check ALL boxes signifying agreement):

- ❑ I certify that the above named bidder accepts the contract terms and conditions contained in this Funding Availability Solicitation (FAS), including any exhibits and attachments, and has received and acknowledges all Department amendments to the FAS; **AND**
- ❑ I certify that the above named bidder is authorized by the NY Department of State to conduct business in New York State or, if formed or incorporated in a jurisdiction other than New York, can provide a Certificate of Good Standing from the applicable jurisdiction or provide an explanation, subject to the sole satisfaction of the Department.

Use of Subcontractors Attestation (check only one):

- ❑ I certify that the proposal submitted by the above named bidder proposes to utilize the services of a subcontractor(s). Attached to this Transmittal Form is a list of subcontractors and a subcontractor summary for each. The summary document for each includes the information detailed in Section D.4.1. Subsection 7; **OR**
- ❑ I certify that the proposal submitted by the above named bidder does not propose to utilize the services of any subcontractor.

Conflict of Interest Attestation (check only one):

- ❑ I certify that there are business relationships and/or ownership interests for the above name bidder that may represent a conflict of interest for the organization as bidder, as described in Section D.3. of the FAS. Attached to this letter is a description of how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided and the bidder's knowledge and full compliance with the NYS Public Officer's Law, as amended, including but not limited to, Sections 73 and 74; **OR**

❑ I certify that no conflict of interest relationship exists for the above named bidder.

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

_____ Date: _____

Print Name: _____

Title: _____

Address: _____

Attachment H

NEW YORK STATE
DEPARTMENT OF HEALTH
BID FORM:

PROCUREMENT TITLE: **Funding Availability Solicitation (FAS) Delivery System Reform Incentive Payment Program Support Team**

Hourly Personnel Rates

See below Instructions for completing form.

Staff Listing (Title)

	Hourly Billable Rate (Travel)	Hourly Billable Rate (Non Travel)
Project Consultant	$	
Senior Project Consultant		
Support Team Project Manager		
Project Administrative Staff		
SME: Community needs assessment/capacity planning		
SME: Financial restructuring/planning		
SME: Provider merger integration		
SME: Hospital clinical operations improvement		
SME: Primary/long-term/palliative care transformation		
SME: Econometric analysis		
SME: New York State health-facility-specific anti-trust law		

Instructions for Completing Attachment H Bid Form (See also Section D. 5. 1.)

Please complete the above form with the hourly rate bids for each type of personal service for which funding is requested.

Please also note that the rate requested is inclusive of ALL costs related to the service of the listed personal service type, EXCEPT for travel, for which differential rates are requested.

Travel rates are effective when hourly staff are assigned to work in a location other than, and located at least 50 miles from, the central administrative location(s) identified by the bidder in the technical proposal (Attachment G, Corporate Address).

It is anticipated that most billable travel hours will be requested for those services that involve the 10-30 percent of emerging PPSs for which intensive support, as described in Section C. 4. Travel status hours should also budget at least one meeting with the Department of Health staff. Therefore, it is expected that 10-30 percent of billable hours will, in the aggregate, be at the travel rate (and 70-90 percent at the non-travel rate).

Contractor is expected in these rates to assume the provision of office space, furniture and supplies for staff when not in travel status; and communications equipment, including, but not limited to, telephones, fax machines, personal computers and printers, and computer support services at all times.

It is further expected that the PPS will provide meeting space, work space and supplies to the contractor's staff when contractors are working on site of a PPS participant; rates listed above should include that expectation.

Attachment I

NEW YORK STATE
DEPARTMENT OF HEALTH

Lobbying Form

PROCUREMENT TITLE: **Delivery System Reform Incentive Support Team**

Bidder Name:
Bidder Address:

Bidder Vendor ID #:
Bidder Federal ID#:

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

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

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

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

   No Yes

   If yes, please answer the next questions:

   1a. Was the basis for the finding of non-responsibility due to a violation of State Finance

Law §139-j (Please circle):

No Yes

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

No Yes

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

Governmental Entity:_____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

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

No Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

_____
_____
_____
_____
_____

(Add additional pages as necessary)

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

_____

(Officer Signature) (Date)

_____

(Officer Title) (Telephone)

_____

(e-mail Address)

Attachment J

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E.9., Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

☐ An on-line Vender Responsibility Questionnaire has been updated or created at NYS OSC's website: https://portal.osc.ny.gov 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

New York State Department of Health

M/WBE PROCUREMENT FORMS

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

Submitted with Bid:

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

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

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

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

Submitted by Successful Bidder Only:

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

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

- M/WBE Form #1 -

New York State Department of Health

BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder/Contractor Name:	
Vendor ID:	**Telephone No.**
RFP/Contract Title:	**RFP/Contract No.**

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

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

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

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

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

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

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

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
M/WBE UTILIZATION WAIVER REQUEST

Bidder/Contractor Name:	
Vendor ID:	**Telephone No.**
RFP/Contract Title:	**RFP/Contract No.**

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

_____
_____
_____
_____

Include attachments below to evidence good faith efforts:

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

Section 4: Signature and Contact Information

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

Submitted by : _____ Title:_____

Signature

- M/WBE Form #3 -

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

Contractor Name:	
Contract Title:	**Contract No.**

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

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

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

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

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

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

Submitted by : _____ Title:_____

_____
Signature

- M/WBE Form #4 -

New York State Department of Health
M/WBE STAFFING PLAN

Check applicable categories: □Project Staff □Consultants
□Subcontractors

Contractor Name_____

Address _____
_____

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

_____
(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:

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

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

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

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination

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

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

_____

Name & Title

_____

Signature & Date

- M/WBE Form #6 -

New York State Department of Health
WORKFORCE EMPLOYMENT UTILIZATION REPORT

Check applicable categories: □Project Staff □Consultants
□Subcontractors

Contractor Name_____ **Contract #**_____

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

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

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

_____
(Name and Title)

_____
(Signature)

_____
Date

Revised 3/2013

Attachment L

State Consultant Services **FORM A**	**OSC Use Only** Reporting Code: Category Code: Date Contract Approved:

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

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

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

Name of person who prepared this report:

Title: Phone #:

Preparer's signature:
Date Prepared: / /

Page of
(use additional pages if necessary)

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

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

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.

2. NYS Office of the State Comptroller
   Bureau of Contracts
   110 State Street, 11th Floor
   Albany, NY 12236
   Attn: Consultant Reporting
   or
   via fax to (518) 474-8030 or (518) 473-8808

3. NYS Department of Civil Service
   Alfred E. Smith Office Building
   Albany, NY 12239
   Attn: Consultant Reporting

Completing the Reports:

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

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

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Attachment M

State Consultant Services **FORM B**	**OSC Use Only** Reporting Code: Category Code:

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

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

Description of Services Being Provided:

Scope of Contract (Chose one that best fits):

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

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

Name of person who prepared this report:
Title: — Phone #:

Preparer's signature:
Date Prepared: / /

Page of
(use additional pages if necessary)

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

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

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1. the designated payment office (DPO) outlined in the consulting contract.

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   Bureau of Contracts
   110 State Street, 11th Floor
   Albany, NY 12236
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   Alfred E. Smith Office Building
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Completing the Reports:

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

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

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Attachment N

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 O

DSRIP PROJECT PLAN APPLICATION CRITERIA

All Performing Provider Systems must develop a DSRIP Project Plan that is based on five to ten of the projects specified in the DSRIP Strategies Menu and Metrics and complies with all requirements specified in the DSRIP Program Funding and Mechanics Protocol. Performing Systems should develop DSRIP Project Plans that leverage community needs, including allowing community engagement during planning, to sufficiently address the delivery system transformation achievement that is expected from their projects. DSRIP Project Plans will be provided in a structured format developed by the state and approved by CMS and will be tracked by the Independent Assessor over the duration of the operation through close out of the program. DSRIP Project Plans will be reviewed and approved by the Independent Assessor and the state, and may be subject to additional review by CMS. DSRIP Project Plans must include the following elements:

Rationale for Project Selection.

Each DSRIP Project Plan must identify the target populations, program(s), and specific milestones for the proposed project, which must be chosen from the options described in the approved DSRIP Strategies Menu and Metrics.

Milestones should be organized as described above in STC reflecting the three overall goals and subparts for each goal as necessary.

The Project Plan must describe the need being addressed and the starting point (including baseline data consistent with the agreement between CMS and the state) of the performing provider system related to the project.

Based on the starting point the Performing Provider System (PPS) must describe its 5-year expected outcome for each of the domains described in STC. Supporting evidence for the potential for the interventions to achieve these changes should be provided in support of this 5 year projection for achievement in the goals of this DSRIP.

The DSRIP Project Plan shall include a description of the processes used by the PPS to engage and reach out to stakeholders, including a plan for ongoing engagement with the public, based on the process described in the Operational Protocol (Attachment K)

PPSs must demonstrate how the project will transform the delivery system for the target population and do so in a manner that is aligned with the central goals of DSRIP, and in a manner that will be sustainable after contract year 5. The projects must implement new, or significantly enhance existing health care initiatives; to this end, providers must identify the CMS and HHS funded delivery system reform initiatives in which they currently participate or in which they have participated in the previous five years, and explain how their proposed DSRIP activities are not duplicative of activities that are already or have recently been funded.

The DSRIP Project Plan must include an approach to rapid cycle evaluation that informs the system in a timely fashion of its progress, how that information will be consumed by the

system to drive transformation and who will be accountable for results, including the organizational structure and process to oversee and manage this process. The plan must also indicate how it will tie into the state's requirement to report to CMS on a rapid cycle basis.

The DSRIP Project Plan must contain a comprehensive workforce strategy. This strategy will identify all workforce implications – including employment levels, wages and benefits, and distribution of skills – and present a plan for how workers will be trained and deployed to meet patient needs in the new delivery system. Applicants will need to include workers and their representatives in the planning and implementation of their workforce strategy.

Description of Project Activities.

Each project must feature strategies from all domains described in STC and the DSRIP Strategies Menu and Metrics.

For each domain of a project, there must be at least one associated outcome metric that must be reported in all years, years 1 through 5. The initially submitted DSRIP Project Plan must include baseline data on all measures, should demonstrate the ability to provide valid data and provide benchmarks for each measure. Baseline measurements should be based on the most recently available baseline data, as agreed to by CMS and the state.

Justification of Project Funding.

The DSRIP Project Plan shall include a detailed project specific budget as provided for in Attachment I and a description of the performing provider system or provider coalition's overall approach to valuing the project. Project valuations will be subject to a standardized analysis by the state as described below and further specified in the Program Funding and Mechanics Protocol.

DSRIP Project Plans shall include any information necessary to describe and detail mechanisms for the state to properly make or receive intergovernmental transfer payments (as applicable and further described in the program funding and mechanics protocol).

Attachment P

AUTHORIZING STATUTE FOR THIS PROCUREMENT[5]

Pursuant to the 2014-15 Enacted State Budget (Chapter 60 of the Laws of 2014) amending Social Services Law Section 364j by adding a new subdivision 29 (below), the Commissioner of Health is authorized to enter into contracts for the purpose of assisting the Department of Health with implementing projects authorized by the Centers for Medicare and Medicaid Services (CMS) under its approved amendment to the 1115 Partnership Plan "without a competitive bid or request for proposal process". As indicated in (c) of the new subdivision, the Commissioner is required to "select such contractor or contractors that, in his or her discretion, are best suited to serve the purposes of this section":

29. In the event that the department receives approval from the Centers for Medicare and Medicaid Services to amend its 1115 waiver known as the Partnership Plan or receives approval for a new 1115 waiver for the purpose of reinvesting savings resulting from the redesign of the medical assistance program, the commissioner is authorized to enter into contracts, and/or to amend the terms of contracts awarded prior to the effective date of this subdivision, for the purpose of assisting the department of health with implementing projects authorized under such waiver approval. Notwithstanding the provisions of sections one hundred twelve and one hundred sixty-three of the state finance law, or sections one hundred forty-two and one hundred forty-three of the economic development law, or any contrary provision of law, contracts may be entered or contract amendments may be made pursuant to this subdivision without a competitive bid or request for proposal process if the term of any such contract or contract amendment does not extend beyond March thirty-first, two thousand nineteen; provided, however, in the case of a contract entered into after the effective date of this subdivision, that:

(a) The department of health shall post on its website, for a period of no less than thirty days:

(i) A description of the proposed services to be provided pursuant to the contract or contracts;
(ii) The criteria for selection of a contractor or contractors;
(iii) The period of time during which a prospective contractor may seek selection, which shall be no less than thirty days after such information is first posted on the website; and
(iv) The manner by which a prospective contractor may seek such selection, which may include submission by electronic means;

(b) All reasonable and responsive submissions that are received from prospective contractors in timely fashion shall be reviewed by the commissioner of health; and

(c) The commissioner of health shall select such contractor or contractors that, in his or her discretion, are best suited to serve the purposes of this section.

[5] Applies also to the DSRIP Independent Assessor FAS.

Attachment Q

MISCELLANEOUS / CONSULTANT SERVICES (sample)

NOTE: ITEMS IN YELLOW HIGHLIGHT NEED YOUR ATTENTION, PLS REMOVE HIGHLIGHTS/NOTES BEFORE PRINTING CONTRACT

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

NYS COMPTROLLER'S NUMBER: C#

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

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM

FROM:
TO:

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

FUNDING AMOUNT FOR CONTRACT TERM:

FEDERAL TAX IDENTIFICATION NUMBER:

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

NYS VENDOR IDENTIFICATION NUMBER:

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

MUNICIPALITY NO. (if applicable)

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

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

BID OPENING DATE:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

X APPENDIX A Standard Clauses as required by the Attorney General for all State Contracts.

X APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

__ APPENDIX Q Modification of Standard Department of Health Contract Language

X STATE OF NEW YORK AGREEMENT

X APPENDIX D General Specifications

X APPENDIX B Funding Availability Solicitation (FAS)

X APPENDIX C Proposal

X APPENDIX E-1 Proof of Workers' Compensation Coverage

X APPENDIX E-2 Proof of Disability Insurance Coverage

X	APPENDIX H	Federal Health Insurance Portability and Accountability Act Business Associate Agreement
X	APPENDIX G	Notices
X	APPENDIX M	Participation by Minority Group Members and Women with respect to State Contracts: Requirements and Procedures

Notes on Appendices:

1. Contract appendices should be clearly labeled and ordered as lettered above. Do not add additional appendices without first consulting Bureau of Contracts.
2. Q is reserved for any changes made to the language in the boilerplate language. These changes must be included ONLY in Appendix Q, i.e., the language as written must remain as is. Appendix Q will supersede other language.
3. The Appendix H may or may not be required, depending on contract and should be considered on case by case basis.
4. When completing the Appendix M, the goal values stated in section II, A “Contract Goals” should be adjusted to match the B1184 approved goal.>>

<<DELETE THIS PAGE WHEN SUBMITTING CONTRACT>>

Contract No.: C#

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

CONTRACTOR	STATE AGENCY
By:_____	By:_____
Printed Name	Printed Name
Title:_____	Title: _____
Date:_____	Date:_____
	State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."
	_____

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

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

_____
(Signature and office of the individual taking acknowledgement)

GLBU: DOH01
APPENDIX X

Contract Number:_____ Contractor:_____

Amendment Number X-_____ BSC Unit ID: _345<XXXX>_____

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

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

_____ Modifies the contract period at no additional cost

_____ Modifies the contract period at additional cost

_____ Modifies the budget or payment terms

_____ Modifies the work plan or deliverables

_____ Replaces appendix(es) _____ with the attached appendix(es)_____

_____ Adds the attached appendix(es) _____

_____ Other: (describe) _____

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

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

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

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

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

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

$_____ From ___/___/___ to ___/___/___.

This will result in new contract terms of:

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

Revised 6/3/2013

Signature Page for:

Contract Number:_____ Contractor:_____

Amendment Number: X-_____ BSC Unit ID: _345<XXXX>_____

_ _

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

CONTRACTOR SIGNATURE:

By:_____ Date: _____
(signature)
Printed Name:_____

Title:_____

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

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

_____
(Signature and office of the individual taking acknowledgement)

_ _

STATE AGENCY SIGNATURE

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

By:_____ Date:_____
(signature)
Printed Name:_____

Title:_____

_ _

Revised 6/3/2013

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

January 2014

TABLE OF CONTENTS

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly

pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prohibited Entities List before the contract assignment will be approved by the State.

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

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

STATE OF NEW YORK
AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

A. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

B. The maximum compensation for the contract term of this AGREEMENT shall not exceed the amount specified on the face page hereof.

C. This AGREEMENT may be renewed for additional periods (PERIOD), as specified on the face page hereof.

D. To exercise any renewal option of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT. The modification agreement is subject to the approval of the Commissioner of Health.

E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

F. For the purposes of this AGREEMENT, the terms "Funding Availability Solicitation" and "FAS" include all Appendix B documents as marked on the face page hereof.

G. For the purposes of this AGREEMENT, the term "Proposal" includes all Appendix C documents as marked on the face page hereof.

II. Payment and Reporting

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

1. Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: DOHaccountspayable@ogs.ny.gov with a subject field as follows:

   Subject: **<<Unit ID: 345XXXX>> <<Contract #>>**

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

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

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

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

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at helpdesk@sfs.ny.gov or by telephone at 1-855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

III. Term of Contract

A. Upon approval of the Commissioner of Health, this AGREEMENT shall be effective for the term as specified on the cover page.

B. This Agreement may be terminated by mutual written agreement of the contracting parties.

C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any

expenses made after receipt of the notification of termination.

D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.

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

IV. Proof of Coverage

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

A. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:

1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

2. C-105.2 – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR

3. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.

B. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:

1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

2. DB-120.1 – Certificate of Disability Benefits Insurance OR

3. DB-155 – Certificate of Disability Benefits Self-Insurance

V. Indemnification

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

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

APPENDIX D
GENERAL SPECIFICATIONS

A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that all specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specifications, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.

B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, e-mail, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.

C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department, and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable, and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any excess cost on account thereof.

D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.

E. The Department of Health will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

G. The successful bidder will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.

H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

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

   a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

   b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

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

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

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

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

J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.

L. Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed for use in the application software provided to the Department as a part of this contract.

M. Technology Purchases Notification --The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"

1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over $20,000, or of other technology over $50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for

Technology.

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

N. Date/Time Warranty

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

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

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

2. Date/Time Warranty Statement

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

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

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

O. No Subcontracting Subcontracting by the contractor shall not be permitted except by prior written approval of the Department of Health. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

P. Superintendence by Contractor The Contractor shall have a representative to provide supervision of the work

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

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

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

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

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

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor

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

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

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and

2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

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

work is to be performed and the type or types of material or equipment that shall be used.

W. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:

    a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

    b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than $500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than $1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than $500,000 for damages arising out of damage to or destruction or property during any single occurrence and not less than $1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

        i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.

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

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

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

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from

Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

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

   Instructions for Certification

   a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

   c. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

   d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

   e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

   f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions.

   g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

   h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

   i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.

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

Y. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to

the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

Z. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:

   a. The NYS Department of Health, at the following address New York State Department of Health, Bureau of Contracts Room -2756, Corning Tower, Albany, NY 12237; and

   b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting -or via fax at (518) 474-8030 or (518) 473-8808; and

   c. The NYS Department of Civil Service, Albany NY 12239, ATTN: Consultant Reporting.

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

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

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

DD. On-Going Responsibility

1. General Responsibility Language: The CONTRACTOR shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Health or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

2. Suspension of Work (for Non-Responsibility) :The Commissioner of Health or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Health or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

3. Termination (for Non-Responsibility) : Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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

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

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

Appendix H

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

I. Definitions. For purposes of this Appendix H of this AGREEMENT:
   A. "Business Associate" shall mean CONTRACTOR.
   B. "Covered Program" shall mean the STATE.
   C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of Business Associate:
   A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
   B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
   C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
      1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
      2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
   4. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
   5. 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
   6. Contact procedures for Covered Program to ask questions or learn additional information.
   D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health

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

E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.

F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.

G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.

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

I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.

III. Permitted Uses and Disclosures by Business Associate

A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.

B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.

C. Business Associate may disclose Protected Health Information as Required By Law.

IV. Term and Termination

A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health

Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.

C. Effect of Termination.

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

V. Violations

A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for

that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.

C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.

D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.

E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-

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 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

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

Additionally, Contractor is encouraged to contact the Division of Minority and Woman

Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:

    a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “E” of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form #4 - Staffing Plan

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

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

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

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

Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.

B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. For Waiver Requests Contractor should use Form #2 – Waiver Request.

B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

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

VII. Liquidated Damages - MWBE Participation

A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply

with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.

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

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.