

Attachment 1 - Electing Payor Audit Protocols

**AUDIT PROTOCOLS
PAYOR SURCHARGES/ASSESSMENTS**

A. SURCHARGES

1. Reviews of Procedures

a. Questionnaires

Each auditee will be required to complete a questionnaire, created by the Contractor and approved by the State, relating to their process for determining their direct surcharge obligation. It will be the contractor's responsibility to test and verify that the responses given are factual. This will be accomplished by testing of claim data that is described below. A copy of the completed questionnaire will be given to the State for their records.

b. Documentation Review

The Contractor will review all data/documentation provided by the auditee prior to the fieldwork, to ensure that the data/documentation can be tested by the Contractor for HCRA compliance audit purposes. If the data/documentation provided by the auditee is unable to be used for compliance audit testing, the Contractor shall provide the State with a written explanation. The Contractor will also provide the State with a written description of the alternate procedures they plan to use to validate the accuracy of the auditee's surcharge payments for the year under review and quantify any surcharge payment deficiencies.

c. Interviews

The Contractor will review policies and procedures applicable to completion of the monthly surcharge reports for the audit period under review. Specifically, it should be determined how the auditee processed claims, applied surcharges and ultimately remitted the surcharges to the HCRA pool. The Contractor will also determine how the auditee identified non-claims based payments (e.g., per member per month payments), and payments made pursuant to advance payment, capitation and/or financial risk sharing arrangements, for surcharge payment purposes. Similarly, policies and procedures applicable to claims/payments that are not surcharged should be reviewed. To accomplish this, the contractor will conduct interviews of appropriate personnel at various levels within the organization and it is expected that some of these interviews will require that Contractor audit staff have an extensive understanding of electronic data processing systems.

2. Accounting Records Review

- a. Obtain the payor's certified financial statements for the year under review.
- b. Reconcile the certified financial statements to the payor's books and records (i.e., trial balance) for that year. If the certified financials are not available for the year under audit, obtain the previous year's certified statements and adjusting journal entries to determine if there were any significant changes to the facility's books and records. In the year under audit, follow up on the significant items (pertinent to surchargeable claims) identified in the previous year's adjusting journal entries to assure that the payor's records accurately account for these items currently.
- c. Assure that the "payor reports" for HCRA tie into the books and records mentioned in step b above.

3. Validate the Accuracy of Surcharge Payments (including Risk Sharing Arrangements) for the Year Under Review and Quantify Any Surcharge Payment Deficiencies

- a. Assure that the patient services payment data ties into the books and records mentioned in step 2b above to insure that the auditee provided the universe of payments made during the year under review. Such payments include, but are not limited to, claim and non-claim based payments and payments made pursuant to advance payment, capitation and/or financial risk sharing arrangements.
- b. Through a test of the payment data sufficient enough to draw a valid conclusion, identify services that were not surcharged, or not surcharged at the proper rate. The sample should be reflective of the service mix.
- c. Of the services identified above, determine why no surcharge was applied. On claims/payments that cannot be explained, consult the payor to determine why no surcharge was applied and summarize all discrepancies. Establish the appropriateness of any adjustments and related surcharge payments pertaining to the audit period that the payor claims they reported/paid subsequent to the year under review.
- d. Using the information obtained from services tested and the payor's explanations, summarize the amounts for services that should have

been surcharged, but that were not, for the payor's database for the calendar year in question.

- e. If identification of the actual surcharge underpayment (step d above) is not possible, identify the universe of services that were not surcharged at the full surcharge rate. Using a statistically valid random sample at a 95% confidence level, determine the number of sample errors and project these errors to the universe. Through this sample projection, identify the low, mean and highpoint surcharge underpayment in total for the year audited. If the contractor utilizes statistical sampling, the contractor will prepare a statistical sampling description to be signed by the contractor and the auditee and included as an attachment to the audit report. If the auditee declines to sign a statistical sampling description, the contractor will document the request and refusal in the work papers and audit report.

4. Alternate Procedures

If the contractor is required to utilize alternate procedures because audit data is not available, the contractor will prepare an alternate procedures description to be included as an attachment to the audit report.

5. Test of Accounting Records

The contractor will be responsible for verifying the total annual reported patient services payments and surcharges. This verification will require review and reconciliation of the various accounting books, financial statements (and/or general ledger records) and documentation supporting the monthly reports, including but not limited to prior years' financial statements and year end adjusting journal entries.

B. COVERED LIVES ASSESSMENTS

1. Review of Procedures

a. Questionnaires

Each auditee will be required to complete a questionnaire relating to their process for determining and reporting individual and family unit statistics as well as their assignment to a HCRA region. It will be the contractor's responsibility to test and verify that the responses given are factual. This will be accomplished by testing payor report data as described below.

b. Documentation Review

The Contractor will review all data/documentation provided by the auditee prior to the start of field work, to ensure that the data/documentation can be tested by the Contractor for HCRA compliance audit purposes. If the data/documentation provided by the auditee is not usable for compliance audit testing, the Contractor shall provide the State with a written explanation. The Contractor will also provide the State with a written description of the alternate procedures they plan to use to validate the accuracy of the auditee's assessment payments for the year under review and quantify any assessment payment deficiencies.

c. Interviews

The Contractor will review documents, policies and procedures applicable to completion of the monthly payor reports for the audit period under review. Specifically, it should be determined how the auditee determined covered lives category (individual, family unit, region), apportioned covered lives and ultimately remitted assessments to the HCRA pool.

2. Test of Enrollment Records and Remittance Systems

a. Obtain the payor's enrollment records for the year under review.

b. Assure that the payor reports for the twelve months tie into the enrollment records.

c. Verify that all covered lives are properly reported by covered lives category (e.g., individual or family unit and region) and that apportionments are correct.

d. Verify that remittance calculations are correct.

3. Validate the Accuracy of Assessment for the Year Under Review and Quantify Assessment Payment Deficiencies

- a. Assure that the enrollment data tie to another independent source to insure that the auditee provided the universe of enrollment data for the year under review.
- b. Through a test of the enrollment data sufficient enough to draw a valid conclusion, identify covered lives that were not assessed or were assessed at an incorrect rate. Check the logic behind the payor's system for enrollment when covered lives are added or subtracted during the course of any given month to make sure that all covered lives are properly captured.
- c. Consult with the payor and determine the reasons for the cases identified in the step b.
- d. Using the information obtained from steps a through c above, summarize the covered lives that should have been assessed, including any adjustments, and calculate the assessment underpayment.
- e. If identification of the actual assessment underpayment (step d above) is not possible, identify the universe of covered lives that were not assessed or were assessed using an incorrect amount. Using a statistically valid random sample at a 95% confidence level, determine the number of sample errors and project these errors to the universe. Develop and apply an error rate for each region and covered lives category. Through this sample projection, identify the low, mean and highpoint assessment underpayment for the year audited. If the contractor utilizes statistical sampling, the contractor will prepare a statistical sampling description to be signed by the contractor and the auditee and included as an attachment to the audit report. If the auditee declines to sign a statistical sampling description, the contractor will document the request and refusal in the work papers and audit report.

4. Alternate Procedures

If the contractor is required to utilize alternate procedures because audit data is not available, the contractor will prepare an alternate procedures description to be included as an attachment to the audit report.

C. REPORT ON FINDINGS AND RECOMMENDATIONS

Based upon the results of the audit test work, the contractor will prepare a draft report of findings and recommendations to be sent to the State for review within 10 working days of the completion of fieldwork. The State will review the draft report and return it to the Contractor within 15 working days of receipt with any changes or modifications needed before the draft can be forwarded to the auditee. The Contractor will incorporate State's comments and forward the revised draft report to the auditee for their responses to the findings and recommendations detailed in the report.

Attachment 2 - Provider Audit Protocols

AUDIT PROTOCOLS PROVIDER SURCHARGES/ASSESSMENTS

A. SURCHARGES

1. Reviews of Procedures

a. Questionnaires:

Each auditee will be required to complete a questionnaire, created by the Contractor and approved by the State, relating to their process for determining their direct surcharge obligation. It will be the contractor's responsibility to test and verify that the responses given are factual. This will be accomplished by testing of data that is described below. A copy of the completed questionnaire will be given to the State for their records.

b. Documentation Review

The Contractor will review all data/documentation provided by the auditee prior to the start of fieldwork to ensure that all data/documentation provided can be tested by the Contractor for HCRA compliance audit purposes. If the data/documentation provided by the auditee are unable to be used for compliance audit testing, the Contractor shall provide the State with a written explanation. The Contractor will also provide the State with a written description of the alternate procedures they plan to use to validate the accuracy of the auditee's surcharge payments for the year under review and quantify any surcharge payment deficiencies.

c. Interviews:

The Contractor will review policies and procedures applicable to completion of the monthly surcharge reports for the audit period under review. The Contractor will review procedures for determining the proper HCRA election status for payments received from primary and secondary payors. Specifically, it should be determined how the auditee processed invoices, applied surcharges and ultimately remitted the surcharges to the HCRA pool. Similarly, policies and procedures applicable to invoices that are not surcharged should be reviewed. To accomplish this, the Contractor will conduct interviews of appropriate personnel at various levels within the organization and it is expected that some of these interviews will require that Contractor audit staff have extensive understanding of electronic data processing systems.

2. Accounting Records Review

- a. Obtain the provider's certified financial statements for the year under review.

- b. Reconcile the certified financial statement to the provider's books and records (i.e., trial balance) for that year. If the certified financials are not available for the year under audit, obtain the previous year's certified statement and adjusting journal entries to determine if there were any significant changes to the facility's books and records. In the year under audit, follow up on the significant items (pertinent to surchargeable claims) identified in the previous year's adjusting journal entries to assure that the provider's records accurately account for these items currently.
- c. Assure that the "provider's reports" for HCRA tie into the books and records mentioned in step b above.

3. Validate the Accuracy of Surcharge Payments (including Risk Sharing Arrangements) for the Year Under Review and Quantify Any Surcharge Payment Deficiencies

- a. Assure that the patient services revenue data ties into the books and records mentioned in step 2b above to insure that the auditee provided the universe of patient services revenue received during the years under review. Such receipts include, but are not limited to, claim and non-claim based payments and payments made pursuant to advance payment, capitation and/or financial risk sharing arrangements.
- b. Through a test of receipts sufficient enough to draw a valid conclusion, identify services that were not surcharged, or not surcharged at the proper rate.
- c. Of the services identified above, determine why no surcharge was applied. On receipts that cannot be explained, consult the provider to determine why no surcharge was applied and summarize all discrepancies. Establish the appropriateness of any adjustments and related surcharge payments pertaining to the audit period that the provider claims they reported/paid subsequent to the year under review.
- d. Using the information obtained from services tested and the provider's explanations, summarize the amounts for services that should have been surcharged, but that were not, for the provider's database for the calendar year in question.
- e. If identification of the actual surcharge underpayment (step d above) is not possible, identify the universe of services that were not surcharged at the full surcharge rate. Using a statistically valid random sample at a 95% confidence level, determine the number of sample errors and project these errors to the universe. Develop

and apply an error rate for each service and payor category. Through this sample projection, identify the low, mean and highpoint surcharge underpayment for the year audited. If the contractor utilizes statistical sampling, the contractor will prepare a statistical sampling description to be signed by the contractor and the auditee and included as an attachment to the audit report. If the auditee declines to sign a statistical sampling description, the contractor will document the request and refusal in the work papers and audit report.

4. Alternate Procedures

If the contractor is required to utilize alternate procedures because audit data is not available, the contractor will prepare an alternate procedures description to be included as an attachment to the audit report.

5. Test of Accounting Records

The contractor will be responsible for verifying the total annual reported patient services revenues and surcharges. This verification will require review and reconciliation of the various accounting books, financial statements (and/or general ledger records) and documentation supporting the monthly reports, including but not limited to prior years' financial statements and year end adjusting journal entries.

B. 1% ASSESSMENT ON GENERAL HOSPITALS

In accordance with Section 2807- c (18) of the Public Health Law, a 1% assessment is charged to general hospitals on their net inpatient revenues received. The assessments are required to be remitted on a monthly basis. The contractor will be responsible for verifying the assessments remitted to the pool. Steps to be performed as part of this review will include, but are not limited to, the following:

- Tracing the reported net inpatient services revenues to their respective source documents to verify the reported monthly totals.
- Analyzing the respective source records to determine the accuracy and completeness of the records.
- Testing a representative sample of receipts/transactions in detail to verify that the transaction was properly reported.
- Determine if the provider maintains revenue listings that show net inpatient services revenues which the provider has not assessed.
- For revenues that were not assessed, examine a number of receipts in detail to verify the provider's exempt determination.

Additionally, the contractor will perform any other tests deemed necessary to attest to the accuracy, completeness and timeliness of the assessments remitted to the pool by the provider, and to quantify assessment underpayments for the year under review.

1. Validate the Accuracy of Assessment Payments Made for the Year Under Review and Quantify Any Surcharge Payment Deficiencies

- a. Through a test of accounting records and inpatient services billings sufficient enough to draw a valid conclusion, identify inpatient services that were not assessed. Adjustments, which may cross calendar years, need to be taken into consideration when testing services for this step.
- b. Consult with the provider to determine the reasons for the cases identified in step a above.
- c. Using the information obtained from steps a and b above, summarize the net inpatient services revenues amounts that should have been assessed, calculate the assessment underpayment.
- d. If identification of the actual assessment underpayment (step c above) is not possible, identify the universe of net inpatient services revenues that were not assessed. Using a statistically valid random sample at the 95% confidence level, determine the number of sample errors and project these errors to the universe. Through this sample projection, identify the low, mean and highpoint assessment underpayment for the year audited.
- e. If the contractor utilizes statistical sampling, the contractor will prepare a statistical sampling description to be signed by the contractor and the auditee and included as an attachment to the audit report. If the auditee declines to sign a statistical sampling description, the contractor will document the request and refusal in the work papers and audit report.

2. Alternate Procedures

If the contractor is required to utilize alternate procedures because audit data is not available, the contractor will prepare an alternate procedures description to be included as an attachment to the audit report.

3. Test of Accounting Records

The contractor will be responsible for verifying the total annual reported 1% assessments. This verification will require review and reconciliation of the various accounting books, financial statements (and/or general ledger records) and documentation supporting the monthly reports, including but not limited to prior years' financial statements and year end adjusting journal entries.

C. REPORT ON FINDINGS AND RECOMMENDATIONS

Based upon the results of the audit test work, the contractor will prepare a draft report of findings and recommendations to the State for review within 10 business days of the completion of fieldwork. The State will review the draft and return it to the Contractor within 15 business days of receipt with any changes required before the draft can be forwarded to the auditee. The Contractor will incorporate the State's comments and forward the revised draft report to the auditee for their responses to the findings and recommendations detailed in the report.

Attachment 3 - Audit Schedule

**HCRA Compliance Audits
Audit Schedule**

Task	Calendar Days
Field Work Preparation	
1. Contractor receives State audit assignment.	Day 1
2. Contractor conducts conflict check and notifies DOH in writing of outcome. Conflicts will be assigned to Contractor's alternate/subcontractor. Note that the Contractor shall have fifteen days (15), from the date the State assigns an audit, to complete the audit conflict review and notify the State, in writing, or the State may revoke the audit assignment from the Contractor and assign the audit to the Contractor's alternate/subcontractor.	Day 2-16
3. DOH sends audit notification letter, data blue print & timeframes to auditee. DOH provides copy of auditee's payment history, print screen PGP reports, and NYSID market conduct report (if applicable) to Contractor/Subcontractor ("Contractor"), as appropriate.	Day 17
4. Contractor 1) reviews payment history, PGP reports, NYSID market conduct study, if applicable, and 2) performs any other research and planning activities in preparation for issuance of the questionnaire and data/documentation request to the auditee.	Days 18-24
5. Contractor sends audit notification letter, questionnaire, and data/documentation request to auditee. Contractor must request auditee to provide the following: Commercial Insurers & HMOs - Annual Statement filed with State Insurance Department (including NYS Supplement forms for Health), some file through National Association of Insurance Commissioners (NAIC) Self Insured - Annual Form 5500 filing with US Department of Labor	Day 25
6. Auditee provides completed questionnaire and requested data/documentation to Contractor.	Days 26-40
7. Contractor 1) reviews the auditee's questionnaire responses, auditee internal audit reports, and supporting claims, risk sharing, enrollment and other data/documentation and 2) performs test work and planning activities in preparation for the entrance conference and field work.	Day 40-47
8. Contractor provides written notification to DOH of the specific data/documentation deficiencies, when applicable.	Day 48
9. Date of formal entrance conference between organization & Contractor. Contractor conducts entrance conference and makes notes of this meeting including a sign in sheet.	Day 48
Field Work	
1. Contractor commences audit field work. Contractor conducts interviews with key staff, reviews the internal controls, performs test work, etc., in order to ascertain compliance with the HCRA statute and quantify surcharge and assessment underpayment in a manner consistent with the audit protocol. Contractor resolves auditee disputed items prior to exiting field work. Contractor submits audit progress reports to DOH.	Day 49
2. DOH sends letter to provide auditee with a final opportunity to provide the requested information.	Day 53
3. Deadline for auditee response to DOH data/documentation request.	Day 68
4. If Contractor determines that the submitted information is inadequate for compliance audit purposes, or the auditee fails to provide the requested data/documentation, the Contractor provides DOH with a copy of the alternative procedures/statistical sampling description, which includes the following: <ul style="list-style-type: none"> • Description of specific data/documentation deficiency. 	Days 69-75

<ul style="list-style-type: none"> • Reason why alternate procedures are necessary; • Description of the alternate procedures to be used to determine HCRA compliance and calculate HCRA underpayments; • Description of any limitations on potential findings as a result of using alternate procedures. 	
5. Deadline for auditee answers to outstanding questions & outstanding additional information requests generated from execution of audit procedures.	Day 91
6. Final week of audit procedures.	Days 91-98
7. Contractor submits the draft report of findings, conclusions and recommendations to auditee and DOH. Cite statutory authority for each adjustment and impact. To the extent possible, the report should address the causes for each finding and a recommendation for corrective action. Cross-reference draft report findings to audit working papers. Review with state supervisory staff and obtain DOH approval to schedule exit conference.	Day 99
8. Deadline for auditee formal responses to draft report	Day 106
9. Contractor conducts an exit conference and discusses the draft audit report of findings, conclusions, and recommendations with auditee. Provides DOH with an exit conference summary, including sign in sheet, noting the outcome of the audit and the provider's agreement/disagreement with the findings. Reviews with state supervisory staff.	Day 107
Post Field Work	
10. Contractor submits draft report with auditee's formal responses to DOH.	Day 108
11. Final review of draft report by DOH	Days 108-123
1. Contractor prepares final report for DOH approval. Contractor maintains documentation to cross-reference Final Report findings to working papers. Contractor maintains audit work papers and all data, documentation, correspondence pertaining to the audit.	Days 124-138
2. DOH reviews final audit report and develops bills for noted underpayments. DOH forwards final report to the auditee along with DOH transmittal letter that instructs the auditee to report prior period adjustments on the next monthly PGP report for underpayments.	Days 139-153
3. Contractor submits voucher to DOH, upon DOH approval of the final audit report.	Day 154
Hearings/Administrative Proceedings	
1. Contractor provides qualified staff to testify at proceedings, as needed. Contractor will testify as to the audit process and basis for audit findings in a DOH hearing process, if necessary, and in legal proceedings, which could include other administrative, civil, or criminal proceedings.	As needed

Attachment 4 - Electing Payor Audit Report

HCRA COMPLIANCE AUDIT

Report to the New York State Department of Health

Auditee
Address
City, State, Zip
FEIN

Period Covered

Issue Date

Partner Signature:

Date:

Partner Name:

Title:

Partner

Firm Name:

Firm Address:

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BACKGROUND

The Health Care Reform Act (HCRA) was established by law effective January 1, 1997. Under HCRA, non-Medicare payors are required to make surcharge payments for subsidization of indigent care and health care initiatives. In addition, certain payors are required to contribute to a Professional Education Pool, largely to fund graduate medical education expenses. Collectively, these funds are known as the Public Goods Pool (the Pool).

The surcharges apply to affected payments for services rendered on or after January 1, 1997, by New York State licensed general hospitals and diagnostic and treatment centers which provide a comprehensive range of health care services and/or ambulatory surgical services. For an affected third-party payor that elects to pay the surcharges directly to New York State (the State), the standard surcharge on paid non-Medicaid claims is 8.18% while the surcharge for Medicaid claims is 5.98% from January 1, 1997 through June 30, 2003. These surcharges increased to 8.85% and 6.47%, effective July 1, 2003, and 8.95% and 6.54%, effective January 1, 2006.

Covered lives assessments are based on the region in which the subscriber resides and their enrollment status. Surcharges and covered lives remittances are made monthly accompanied by the Certification Form, Report of Patient Services Payments and Surcharge Obligations and Report of Covered Lives Assessments (Payor Reports).

The HCRA statute also provided that an allocation of pooled funds be used to audit affected payor and provider compliance with the surcharge and assessment requirements set forth in sections 2807-c, 2807-j, 2807-s and 2807-t of the New York State Public Health Law. In January 2007, (insert contractor name) was retained by the New York State Department of Health (DOH) to audit affected payor and provider compliance with the law. The overall objectives of the HCRA compliance audits are to ensure the financial integrity of critical health programs funded through the Pool and to verify that affected organizations are uniformly complying with the Pool funding obligations established by law. This report is a summary of our audit of HCRA surcharges and covered lives assessments for (insert auditee's name).

This section should include the following information:

- Name, location and type of auditee.
- Specific background on auditee's operation.
- Background information on the type and amount of claims processed by the auditee and the types of risk sharing and advance payment arrangements the auditee has with providers, independent practice associations and other entities and the amounts remitted to the HCRA pools.
- Any other pertinent background information.

OBJECTIVES AND AUDITING STANDARDS

This report is a summary of our audit of (insert auditee name)'s HCRA surcharges and covered lives assessments for the (insert year audited).

Our audit objectives were to:

- Determine whether (insert auditee name) had reliable information technology systems, processes, and controls in place to accurately calculate and report HCRA surcharges and covered lives assessments, and
- Determine whether (insert auditee name) accurately calculated, reported, and paid the HCRA surcharges and covered lives assessments, and quantify surcharge and assessment underpayments, for the year under review.

SCOPE AND METHODOLOGY

In reporting the scope of the audit, the contractor should describe the depth and coverage of work conducted to accomplish the audit's objectives. Explain the relationship between the universe and what was audited; identify the organization and period covered; report the kinds and sources of evidence; and explain any quality or other problems with the evidence. The contractor should also report significant constraints imposed on the audit approach by data limitations or scope impairments.

To report the methodology used, the contractor should clearly explain the evidence gathering and analysis techniques used. This explanation should identify any significant assumptions made in conducting the audit; describe any comparative techniques applied; describe the criteria used; and when sampling significantly supports the contractor's findings, describe the sample design and state why it was chosen.

The specific steps include the following (the contractor may propose additional or alternative activities as long as they are consistent with the Department's stated goals and objectives):

HCRA Surcharge and Covered Lives Assessment Processes

- Reviewed the questionnaire responses submitted by (insert auditee name) related to their processes for determining their surcharge and covered lives assessment obligations.
- Conducted interviews with (insert auditee name) staff to gain an understanding of the HCRA surcharge and covered lives assessment procedures and controls in place.

- Documented our understanding of the significant processes, procedures, and controls used by (insert auditee name) to calculate, report and remit the HCRA surcharges and covered lives assessments during the year under review in the following areas:
 - Finance
 - Accounting
 - Enrollment
 - Network Operations
 - Information Technology
- Reviewed internal HCRA reports, studies, and audits (if applicable), and followed up on open items.
- Reviewed third party reports (i.e., external auditors and the New York State Department of Insurance) and where applicable followed up on relevant issues and findings.
- Documented the controls over the systems used to calculate the HCRA surcharge and covered lives assessment for data entry and system access.
- Reviewed documentation related to the process used by (insert auditee name) to calculate the HCRA surcharge. This included a review of documentation related to claim based and non-claim based (e.g., per member per month payments) payments, and payments made pursuant to advance payment, capitation and/or financial risk sharing arrangements, during the year under review.
- Reviewed documentation related to the process used by (insert auditee name) to calculate the HCRA covered lives assessment.

Test of Accounting Records

- Obtained (insert auditee's name)'s certified financial statements and reviewed accounts relating to the HCRA surcharge expense, HCRA covered lives assessment expense, and total patient services payments.
- Obtained and reviewed the reconciliation of (insert auditee's name)'s certified financial statements to the general ledger and the patient services payment system (e.g., claim and non-claim based payments and payments made pursuant to advance, capitation and/or financial risk sharing arrangements) and obtained explanations of all significant reconciling items relating to patient services payments in total and the HCRA surcharge and covered lives assessment.

- Obtained and reviewed the monthly Payor Reports submitted to the DOH Pool Administrator in (insert the year being audited), and reconciled the reports to (insert auditee name)'s various accounting books and records.

Surcharges

- Reviewed the process for determining which payments (e.g., claims, non-claim based, advance, capitation, and financial risk sharing payments) are included in and excluded from the surcharge calculation. Obtained and reviewed the source code used to calculate the HCRA surcharge and compared the program logic to the HCRA regulations for completeness and accuracy.
- Judgmentally selected (insert #) claims paid in (insert the audit year), and compared these claims with the system data to identify potential data input errors.
- Determined, based on certain data fields, whether payments were properly included in or excluded from the HCRA surcharge calculation.
- Describe the methods and procedures utilized to validate the accuracy of the auditee's surcharge payments, and to quantify the surcharge underpayment, for the year under review. Include a description of the procedures utilized to query patient services payment data, calculate the total HCRA non-exempt payment amounts and related HCRA surcharge obligation, reconcile those amounts to (insert auditee's name)'s Payor Reports and identify the actual surcharge underpayment for the year under review. If the contractor utilizes statistical sampling, the contractor will prepare a statistical sampling description to be included as an attachment to the audit report. If the contractor is required to utilize alternate procedures because audit data is not available, the contractor will prepare an alternate procedures description to be included as an attachment to the audit report.

Covered Lives Assessments

- Reviewed the process for determining who is included in and excluded from the covered lives population. Throughout this process, (insert contractor name) also tied the applicable dollar amounts and members to supporting documentation, and noted applicable controls and quality assurance procedures.
- Selected a sample of (insert #) members for (insert the audit year) to test the accuracy of the enrollment records against the system data for individual/family status, region, and eligibility.
- Determined, based on certain enrollment fields, whether members were properly included in or excluded from the HCRA assessment calculation.
- Describe the methods and procedures utilized to validate the accuracy of the auditee's assessment payments, and to quantify the assessment underpayment, for the year under review. Include a description of the procedures utilized to query historic enrollment information, calculate the total regional individual and family unit covered lives counts and related HCRA assessment obligation, reconcile those covered lives counts and the assessment amounts to (insert auditee's name)'s Payor Reports and identify the actual assessment underpayment for the year under review. If the contractor utilizes statistical sampling, the contractor will prepare a statistical sampling description to be included as an attachment to the audit report. If the contractor is required to utilize alternate procedures because audit data is not available, the contractor will prepare an alternate procedures description to be included as an attachment to the audit report.

Exit Conference

- Held an exit conference on (insert date) with (insert auditee's name) management to discuss our findings.
- Received a written response to (enter contractor's name)'s findings on (insert date).

SUMMARY

This section should include a management summary of the detailed audit findings and conclusions.

- 1.
- 2.
- 3.
- 4.
- 5.

FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

This section should include all final findings related to the areas audited. Reported findings should include sufficient, competent and relevant information to promote adequate understanding of the matters reported and to provide convincing but fair presentations in proper perspective. Include appropriate background information that readers require to understand the findings. Each finding should be separately annotated and include elements of criteria, condition, cause and effect. Auditee comments in response to the draft report should be included for each finding (as necessary), and the auditor's response to the auditee should be included here also.

The contractor should report conclusions, when appropriate, that are specific and not left to be inferred by readers. The strength of the contractor's conclusions depends on the persuasiveness of the evidence supporting the findings and the convincingness of the logic used to formulate the conclusions.

The contractor should include recommendations for corrective action (subsequent to consideration of the auditee's written response) necessary to bring the auditee's system into compliance with HCRA. This would include any recommendations necessary to provide a trail for review and determination of compliance by a third-party. The recommendation should be specific. The recommendation should advise the auditee to correct the noted procedural deficiency and resolve any related payment deficiency and, in instances where the auditee could not supply documentation requested by the contractor, provide the specific reason for not making the requested documentation available.

Attachment A
Summary of HCRA Payment Discrepancies
for (insert auditee name)

Patient services payments must be segregated as follows:

- month/year paid;
- service year;
- surcharge rate; and
- provider classification (i.e., hospital inpatient, hospital outpatient, comprehensive primary health care clinic, freestanding ambulatory surgery center, and freestanding clinical laboratory)

Covered lives counts must be segregated as follows:

- calendar month/year on membership rolls;
- type (i.e., individual or family unit);
- region (i.e., New York City, Long Island, Northern Metro, North-Eastern, Utica/Watertown, Central, Rochester or Western); and
- applicable covered lives assessment rate

Attachment B
Alternate Procedures and/or Statistical Sampling Description(s)
for (insert auditee name)

If the contractor is required to utilize alternate procedures because audit data is not available, the contractor shall prepare an alternate procedures description to be included as an attachment to the audit report. The alternative procedures description shall include, at a minimum, the following:

- A description of specific data/documentation deficiency.
- The reason(s) why alternate procedures are necessary.
- A description of the alternate procedures utilized to determine validate the accuracy of the auditee's surcharge and/or assessment payments and to quantify surcharge and/or assessment underpayments (if applicable) for the year under review. This includes use criteria, methods, plans and procedures related to these procedures.
- A description of any limitations on potential findings as a result of using alternate procedures.

If the contractor uses statistical sampling methods, the contractor shall prepare a statistical sampling description to be included as an attachment to the audit report. The statistical sampling description shall include, at a minimum, the following:

- A description of the sample design utilized. This includes universe and errors found.
- The reason why the specific sample design was chosen.

Attachment C
 Surcharge and Covered Lives Assessment Payment Summary
 for (insert auditee name)

Month/Year	Surcharge					Covered Lives Assessment			
	Total Obligation	Amount Remitted	Balance Due	Payment Transactions Tested	Patient Services Payments Tested	Total Obligation	Amount Remitted	Balance Due	Subscriber Accounts Tested
January									
February									
March									
April									
May									
June									
July									
August									
September									
October									
November									
December									
Totals									

Attachment C-1

PUBLIC GOODS POOL REPORT OF COVERED LIVES ASSESSMENTS DUE FOR CALENDAR YEAR

PAYOR NAME _____ FEDERAL TAX ID# _____

I. Enter the number of covered lives.

TOTAL COVERED LIVES	REGION							
	NEW YORK CITY	LONG ISLAND	NORTHERN METRO	NORTH-EASTERN	UTICA/WATERTOWN	CENTRAL	ROCHESTER	WESTERN
(A) # INDIVIDUALS								
(B) # FAMILY								

II. Enter the appropriate regional covered lives annual assessment rates.

ANNUAL ASSESSMENT RATE	REGION							
	NEW YORK CITY	LONG ISLAND	NORTHERN METRO	NORTH-EASTERN	UTICA/WATERTOWN	CENTRAL	ROCHESTER	WESTERN
(C) INDIVIDUAL UNIT								
(D) FAMILY UNITS								

III. Enter the regional covered lives assessment amounts (to the nearest tenth).

ANNUAL ASSESSMENT	REGION							
	NEW YORK CITY	LONG ISLAND	NORTHERN METRO	NORTH-EASTERN	UTICA/WATERTOWN	CENTRAL	ROCHESTER	WESTERN
(E) INDIVIDUAL UNIT (A x C)								
(F) FAMILY UNITS (B x D)								
(G) TOTALS (E + F)								
(H) MONTHLY PAYMENT LIABILITY (G / 12)								

IV. Enter the total covered lives liability for the month (Total Line H) ROUND TO THE NEAREST WHOLE DOLLAR _____

Attachment D
Summary of IT Queries/Testwork
for (insert auditee name)

Attachment E
(Insert Auditee Name)'s Response to Findings

Attachment F
(Insert Contractor Name)'s Response to Auditee Comments

Attachment 5 - Provider Audit Report

HCRA COMPLIANCE AUDIT

Report to the New York State Department of Health

Auditee
Address
City, State, Zip
FEIN

Period Covered

Issue Date

Partner Signature:

Date:

Partner Name:

Title:

Partner

Firm Name:

Firm Address:

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Attachment E (Insert Auditee Name)'s Response to Findings

Attachment F (Insert Contractor Name)'s Response to Auditee Comments

BACKGROUND

Effective January 1, 1997, the Health Care Reform Act (HCRA) was established by law. This legislation established a surcharge for subsidization of indigent care and health care initiatives. The HCRA surcharge applies to patient services rendered on or after January 1, 1997, by New York State licensed general hospitals and diagnostic and treatment centers which provide a comprehensive range of health care services and/or ambulatory surgical services. Each affected provider is obligated to pay this surcharge to a State administered Public Goods Pool and is permitted to recoup this expense through billings issued to patients and third-party payors.

Affected third-party payors have a choice whether to file an election application to make surcharge payments at reduced rate levels directly to New York State (the State), or pay surcharges directly to providers at substantially higher rates. The surcharge rate for electing third party payors and self-pay uninsured patients is 8.18%, and the surcharge rate for NYS Medicaid patient service payments is 5.98%, from January 1, 1997 through June 30, 2003. These surcharges increased to 8.85% and 6.47%, effective July 1, 2003, and 8.95% and 6.54%, effective January 1, 2006.

Affected providers are required to remit surcharge on receipts from third party payors that did not voluntarily elect to make direct pool payments, beneficiary co-insurance and deductible payments, and self-pay collections. The surcharge rate on non-Medicaid claims for non-electing payors is 32.18% from January 1, 1997 through June 30, 2003. Effective July 1, 2003, this surcharge increased to 34.82%, and effective January 1, 2006, this surcharge increased to 35.21%. Beneficiary co-insurance and deductible payments are surcharged at the rate related to the corresponding affected third-party payor.

Providers have a choice whether to file an election application to authorize the State to withhold the HCRA surcharge from medical assistance payments made directly by the State and forward of such funds directly to the Pool on their behalf, or pay such surcharge directly to the Department's Pool Administrator within five days of receipt.

General hospitals are also required to remit an additional Professional Education Pool (PEP) surcharge on receipts from non-electing payors for general hospital inpatient services. Further, general hospitals are required to pay a 1% Statewide Assessment on assessable inpatient net patient service revenue received for discharges occurring on January 1, 1997 and thereafter. Collectively, these funds are known as the Public Goods Pool (the Pool).

Surcharges and Statewide Assessments are paid monthly and accompanied by the Certification Form, Report of Patient Services Revenues and Surcharge Obligations (PGP Hospital Report) and Report of 1% Statewide Assessment

(Provider Reports). Surcharge payments received directly from the Medical Assistance Program are remitted within 5 days of receipt and accompanied by the Certification Form and Report of Medical Assistance Payment Receipts (Provider Reports).

The HCRA statute also provided that an allocation of pooled funds be used to audit affected payor and provider compliance with the surcharge and assessment requirements set forth in sections 2807-c, 2807-j, 2807-s and 2807-t of the New York State Public Health Law. In January 2007, (insert contractor name) was retained by the New York State Department of Health (DOH) to audit affected payor and provider compliance with the law. The overall objectives of the HCRA compliance audits are to ensure the financial integrity of critical health programs funded through the Pool and to verify that affected organizations are uniformly complying with the Pool funding obligations established by law. This report is a summary of our audit of HCRA surcharges and 1% Statewide Assessments for (insert auditee's name).

This section should include the following information:

Name, location and type of auditee.

Specific background on auditee's operation.

Any other pertinent background information.

OBJECTIVES AND AUDITING STANDARDS

This report is a summary of our audit of (insert auditee name)'s HCRA surcharges and 1% statewide assessments for the (insert year audited).

Our audit objectives were to:

- Determine whether (insert auditee name) had reliable information technology systems, processes, and controls in place to accurately calculate and report HCRA surcharges and 1% statewide assessments, and
- Determine whether (insert auditee name) accurately calculated, reported, and paid the HCRA surcharges and 1% statewide assessments, and quantify surcharge and assessment underpayments, for the year under review.

SCOPE AND METHODOLOGY

In reporting the scope of the audit, the contractor should describe the depth and coverage of work conducted to accomplish the audit's objectives. Explain the relationship between the universe and what was audited; identify the organization and period covered; report the kinds and sources of evidence; and explain any quality or other problems with the evidence. The contractor should also report significant constraints imposed on the audit approach by data limitations or scope impairments.

To report the methodology used, the contractor should clearly explain the evidence gathering and analysis techniques used. This explanation should identify any significant assumptions made in conducting the audit; describe any comparative techniques applied; describe the criteria used; and when sampling significantly supports the contractor's findings, describe the sample design and state why it was chosen.

The specific steps include the following (the contractor may propose additional or alternative activities as long as they are consistent with the Department's stated goals and objectives):

HCRA Surcharge and 1% Statewide Assessment Processes

- Reviewed the questionnaire responses submitted by (insert auditee name) related to their processes for determining their HCRA surcharge and 1% assessment obligations.
- Conducted interviews with (insert auditee name) staff to gain an understanding of the HCRA surcharge and 1% assessment procedures and controls in place.

- Documented our understanding of the significant processes, procedures, and controls used by (insert auditee name) to calculate, report and remit the HCRA surcharges and 1% assessments during the year under review in the following areas:
 - Finance
 - Accounting
 - Billing
 - Patient Accounting
 - Information Technology
- Reviewed internal HCRA reports, studies, and audits (if applicable), and followed up on open items.
- Reviewed third party reports (i.e., external auditors and the New York State Department of Insurance) and where applicable followed up on relevant issues and findings.
- Reviewed documentation related to the process used by (insert auditee name) to calculate the HCRA surcharge and 1% assessment. This included a review of documentation related to claim based and non-claim based (e.g., per member per month payments) payments, payments made pursuant to advance payment, capitation and/or financial risk sharing arrangements, and payments from the New York State Medical Assistance Program for Medicaid beneficiaries during the year under review.
- Documented our understanding of the criteria used to determine the proper reporting line on the Provider Reports for payments received during the year under review. Determined, based on certain payment fields, whether these amounts had been properly reported.
- Reviewed the process for determining the proper HCRA election status for payments received from primary and secondary payors. Determined, based on certain payor fields, whether payors had been properly flagged as direct pay or non-direct pay payors.
- Documented the controls over the systems used to calculate the HCRA surcharge and 1% assessment for data entry and system access.

Test of Accounting Records

- Obtained (insert auditee's name)'s certified financial statements and reviewed accounts relating to the HCRA surcharge expense, 1% statewide assessment expense, and total patient services revenues.
- Obtained and reviewed the reconciliation of (insert auditee's name)'s certified financial statements to the general ledger and the patient accounting system and obtained explanations of all significant reconciling items relating to patient services revenues in total and the HCRA surcharge and 1% statewide assessment.
- Obtained and reviewed the monthly Provider Reports submitted to the DOH Pool Administrator in (insert the year being audited), and reconciled the reports to (insert auditee name)'s various accounting books and records.

Payment Processing

- Reviewed the process for determining which payments are included in and excluded from the surcharge calculation. Obtained and reviewed the source code used to calculate the HCRA surcharge and compared the program logic to the HCRA regulations for completeness and accuracy.
- Documented our understanding of the significant processes, procedures and controls used by (insert auditee name) in the accounts receivable, cash receipts and patient accounting processes relevant to the HCRA surcharge and the 1% assessment calculations.
- Judgmentally selected (insert #) claims paid in (insert the audit year), and compared these claims with the system data to identify potential data input errors.
- Determined, based on certain payment fields, whether payments were properly included in or excluded from the HCRA surcharge and 1% statewide assessment calculations.
- Describe the methods and procedures utilized to validate the accuracy of the auditee's surcharge payments, and to quantify the surcharge underpayment, for the year under review. Include a description of the procedures utilized to query patient services payment data, calculate the total HCRA non-exempt payment amounts and related HCRA surcharge obligation, reconcile those amounts to (insert auditee's name)'s Payor Reports and identify the actual surcharge underpayment for the year under review. If the contractor utilizes statistical sampling, the contractor

will prepare a statistical sampling description to be included as an attachment to the audit report. If the contractor is required to utilize alternate procedures because audit data is not available, the contractor will prepare an alternate procedures description to be included as an attachment to the audit report.

Exit Conference

- Held an exit conference on (insert date) with (insert auditee's name) management to discuss our findings.
- Received a written response to (enter contractor's name)'s findings on (insert date).

SUMMARY

This section should include a management summary of the detailed audit findings and conclusions.

- 1.
- 2.
- 3.
- 4.
- 5.

FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

This section should include all final findings related to the areas audited. Reported findings should include sufficient, competent and relevant information to promote adequate understanding of the matters reported and to provide convincing but fair presentations in proper perspective. Include appropriate background information that readers require to understand the findings. Each finding should be separately annotated and include elements of criteria, condition, cause and effect. Auditee comments in response to the draft report should be included for each finding (as necessary), and the auditor's response to the auditee should be included here also.

The contractor should report conclusions, when appropriate, that are specific and not left to be inferred by readers. The strength of the contractor's conclusions depends on the persuasiveness of the evidence supporting the findings and the convincingness of the logic used to formulate the conclusions.

The contractor should include recommendations for corrective action (subsequent to consideration of the auditee's written response) necessary to bring the auditee's system into compliance with HCRA. This would include any recommendations necessary to provide a trail for review and determination of compliance by a third-party. The recommendation should be specific. The recommendation should advise the auditee to correct the noted procedural deficiency and resolve any related payment deficiency and, in instances where the auditee could not supply documentation requested by the contractor, provide the specific reason for not making the requested documentation available.

Attachment A
Summary of Surcharge and 1% Statewide Assessment Payment Discrepancies
for (insert auditee name)

For surcharges, patient services revenues must be segregated as follows:

- month/year patient services revenue received;
- service year;
- applicable surcharge rate; and
- hospital inpatient and hospital outpatient – for general hospitals

For surcharges on surcharge payments received directly from the State Medical Assistance Program, the surcharge payments must be segregated as follows:

- date (month/day/year) surcharge payment received;
- service year;
- hospital inpatient and hospital outpatient – for general hospitals

For 1% assessments, patients services revenues must be segregated as follows:

- month/year patient services revenue received;
- service year;
- hospital inpatient and hospital outpatient – for general hospitals

Attachment B
Alternate Procedures and/or Statistical Sampling Description(s)
for (insert auditee name)

If the contractor is required to utilize alternate procedures because audit data is not available, the contractor shall prepare an alternate procedures description to be included as an attachment to the audit report. The alternative procedures description shall include, at a minimum, the following:

- A description of specific data/documentation deficiency.
- The reason(s) why alternate procedures are necessary.
- A description of the alternate procedures utilized to determine validate the accuracy of the auditee's surcharge and/or assessment payments and to quantify surcharge and/or assessment underpayments (if applicable) for the year under review. This includes use criteria, methods, plans and procedures related to these procedures.
- A description of any limitations on potential findings as a result of using alternate procedures.

If the contractor uses statistical sampling methods, the contractor shall prepare a statistical sampling description to be included as an attachment to the audit report. The statistical sampling description shall include, at a minimum, the following:

- A description of the sample design utilized. This includes universe and errors found.
- The reason why the specific sample design was chosen.

Attachment C
 Surcharge and 1% Assessment Payment Summary
 for (insert auditee name)

Month/ Year	HCRA Surcharge			PEP Surcharge			1% Statewide Assessment			Payment Transactions Tested	Patient Services Payments Tested
	Total Obligation	Amount Remitted	Balance Due	Total Obligation	Amount Remitted	Balance Due	Total Obligation	Amount Remitted	Balance Due		
Jan.											
Feb.											
March											
April											
May											
June											
July											
August											
Sept.											
Oct.											
Nov.											
Dec.											
Totals											

Attachment D
Summary of IT Queries/Testwork
for (insert auditee name)

Attachment E
(Insert Auditee Name)'s Response to Findings

Attachment F
(Insert Contractor Name)'s Response to Auditee Comments

Attachment 6 - Standard Clauses for all NYS Contracts

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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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).

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, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 Governor's Office 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 State Finance Law §165. (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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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Attachment 7 - Appendix D General Specifications

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 specification, 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, telegram, 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 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 allowances 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 or 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. **Work for Hire Contract**
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 or included 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.
4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

For purposes of this warranty, the following definitions shall apply:

- a. Product shall include, without limitation: 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.
- b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.
- c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by 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) 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. Warranty Disclosure

to At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to Authorized User:

- a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and
- b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement.

shall in An absence or failure to furnish the required written warranty disclosure be deemed a statement of compliance of the product(s) or system(s) question with the year 2000 warranty statement set forth below.

3. Warranty Statement

the Year 2000 warranty compliance shall be defined in accordance with following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement 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) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and

expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

- O. No Subcontracting
Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.
- 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 judgement 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 judgement 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. Termination Provision

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. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take

affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy.

It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law.

To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

After an award of this contract, the contractor agrees to submit to the Department a work force utilization report, in a form and manner required by the Department, of the work force actually utilized on this contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Department.

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
 - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the

contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

- b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
 - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
 - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
 - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. 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 which 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.

Z. 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.
6. All subcontracts shall contain provisions specifying:
 - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. 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.

BB. Provisions Related to New York State Procurement Lobbying Law

1. 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.

Attachment 8 - Bid Form

**NEW YORK STATE
DEPARTMENT OF HEALTH
BID FORM**

PROCUREMENT TITLE: _____ FAU # _____

Bidder Name:
Bidder Address:

Bidder Fed ID No:

A. _____ bids a total price of \$ _____
(Name of Offerer/Bidder)

B. 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)

1d. 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

1e. 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)

C. 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.

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.

D. 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:

1. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and
2. 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
3. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

E. Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid	Upon Award	
<input type="checkbox"/>	<input type="checkbox"/>	1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.
<input type="checkbox"/>	<input type="checkbox"/>	2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)
<input type="checkbox"/>	<input type="checkbox"/>	3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

(Officer Signature)	(Date)
(Officer Title)	(Telephone)
(e-mail Address)	

**NEW YORK STATE
DEPARTMENT OF HEALTH**

NO-BID FORM

PROCUREMENT TITLE: _____ FAU # _____

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

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

We are unable to bid at this time because:

Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

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

**NEW YORK STATE
DEPARTMENT OF HEALTH**

NO-BID FORM

PROCUREMENT TITLE: _____ FAU # _____

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

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

- Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

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

Attachment 9 - Non-Collusive Bidding Cert

Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law

By submission of this bid, the bidder and each person signing on behalf of the 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.

**Non-Collusive Bidding Certification
Required by Section 139-D of the State Finance Law
(continued)**

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE 1, 2 AND 3 ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASHY THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 200__ as the act and deed of said corporation or partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NABES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAMES	LEGAL RESIDENCE
_____ President	_____
_____ Secretary	_____
_____ Treasurer	_____
_____ President	_____
_____ Secretary	_____
_____ Treasurer	_____

Non-Collusive Bidding Certification
Required by Section 139-D of the State Finance Law
(continued)

Identifying Data:

Potential Contractor: _____

Street Address: _____

City, Town, etc. _____

Telephone: () _____

Contact Person Name: _____

Title: _____

Attachment 10 - Business Agreement

Business Agreement

WHEREAS, the New York State Department of Health (“DOH”) and _____ (“DOH’s CONTRACTOR”) have entered into a contract for Health Care Reform Act (“HCRA”) compliance audits (“MASTER AGREEMENT”) and

WHEREAS, DOH and the DOH’s CONTRACTOR wish to enter into this Agreement to assure the confidentiality, security, and integrity of all information, hereinafter referred to as health information, received from, or created or received by DOH’S CONTRACTOR on behalf of, DOH pursuant to the MASTER AGREEMENT to which this is an addendum.

NOW THEREFORE, DOH and DOH’S CONTRACTOR hereby agree as follows:

I. Obligations and Activities of DOH’S CONTRACTOR

- (a) DOH’S CONTRACTOR agrees to not use or disclose health information other than as permitted or required by this Addendum and the MASTER AGREEMENT or as Required By Law.
- (b) DOH’S CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of health information other than as provided for by this Addendum and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of health information.
- (c) DOH’S CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to DOH’S CONTRACTOR of a use or disclosure of health information by DOH’S CONTRACTOR in violation of the requirements of this Addendum.
- (d) DOH’S CONTRACTOR agrees to report to DOH, in writing, any use or disclosure of health information not provided for by this Addendum, as soon as reasonably practicable, of which it becomes aware. DOH’S CONTRACTOR also agrees to report to DOH, in writing, any security incident of which it becomes aware.
- (e) DOH’S CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides health information received from or created or received by DOH’S CONTRACTOR on behalf of DOH, or who receives health information from or on behalf of DOH, pursuant to the MASTER AGREEMENT, agrees, in writing, to the same restrictions and conditions that apply through this Addendum to DOH’S CONTRACTOR with respect to such information.
- (f) DOH’S CONTRACTOR agrees to provide access, at the request of DOH, and in the time and manner designated by DOH, to health information in a Designated Record Set, to DOH or, as directed by DOH, to an Individual.

- (g) DOH'S CONTRACTOR agrees to make any amendment(s) to health information in a Designated Record Set that the DOH directs or agrees to at the request of DOH or an Individual, and in the time and manner designated by DOH.
- (h) DOH'S CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and health information, relating to the use and disclosure of health information received from, or created or received by DOH'S CONTRACTOR on behalf of, DOH available to DOH, in a time and manner designated by DOH, for purposes of determining DOH's compliance with privacy agreements.
- (i) DOH'S CONTRACTOR agrees to document such disclosures of health information and information related to such disclosures as would be required for DOH to respond to a request by an Individual for an accounting of disclosures of health information. No such disclosures shall be made without the prior written permission of DOH.
- (j) DOH'S CONTRACTOR agrees to provide to DOH or an Individual, in time and manner designated by DOH, health information collected in accordance with Section I (i) of this Addendum, to permit DOH to respond to a request by an Individual for an accounting of disclosures of health information.

II. Permitted Uses and Disclosures by DOH'S CONTRACTOR

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Addendum, DOH'S CONTRACTOR may use or disclose health information on behalf of, or to provide services to, DOH as specified in the MASTER AGREEMENT, provided that such use or disclosure of health information would not violate privacy if done by DOH or the minimum necessary policies and procedures of DOH. All other uses and disclosures not authorized by this Addendum or Required By Law are prohibited.

(b) Specific Use and Disclosure Provisions

- (1) Except as otherwise limited in this Addendum, DOH'S CONTRACTOR may use health information to provide Data Aggregation services only to DOH.
- (2) DOH'S CONTRACTOR may use health information to report violations of law to appropriate Federal and State authorities.

III. Obligations of DOH

Provisions for DOH to Inform DOH'S CONTRACTOR of Privacy Practices and Restrictions

- (a) DOH shall notify DOH'S CONTRACTOR of any limitation(s) in the privacy practices of DOH, to the extent that such limitation may affect DOH'S CONTRACTOR's use or disclosure of health information.
- (b) DOH shall notify DOH'S CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose health information, to the extent that such changes may affect DOH'S CONTRACTOR's use or disclosure of health information.
- (c) DOH shall notify DOH'S CONTRACTOR of any restriction to the use or disclosure of health information that DOH has agreed to, to the extent that such restriction may affect DOH'S CONTRACTOR's use or disclosure of health information.

IV. Permissible Requests by DOH

DOH shall not request DOH'S CONTRACTOR to use or disclose health information in any manner that would not be permissible if done by DOH, except DOH'S CONTRACTOR may use health information to provide data aggregation services only to DOH as permitted or required by this Addendum and the MASTER AGREEMENT.

V. Term and Termination

- (a) Term. The Term of this Addendum shall be effective beginning on the date executed below, and shall terminate when all of the health information provided by DOH to DOH'S CONTRACTOR, or created or received by DOH'S CONTRACTOR on behalf of DOH, is destroyed or returned to DOH, at DOH's discretion and in the time and manner designated by DOH, or, if it is infeasible to return or destroy health information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DOH's knowledge of a material breach by DOH'S CONTRACTOR, DOH shall either:
 - (1) Provide an opportunity for DOH'S CONTRACTOR to cure the breach or end the violation and terminate this Addendum, and the MASTER AGREEMENT, if DOH'S CONTRACTOR does not cure the breach or end the violation within the time specified by DOH or
 - (2) Immediately terminate this Addendum, and the MASTER AGREEMENT, if DOH'S CONTRACTOR has breached a material term of this Addendum and cure is not possible.

(c) Effect of Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of the MASTER AGREEMENT, for any reason, DOH'S CONTRACTOR shall return or destroy, at DOH's discretion and in the time and manner designated by DOH, all health information received from DOH, or created or received by DOH'S CONTRACTOR on behalf of DOH. This provision shall apply to health information that is in the possession of subcontractors or agents of DOH'S CONTRACTOR. DOH'S CONTRACTOR shall retain no copies of health information.
- (2) In the event that DOH'S CONTRACTOR determines that returning or destroying the health information is infeasible, DOH'S CONTRACTOR shall provide to DOH written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of health information is infeasible, DOH'S CONTRACTOR shall extend the protections of this Addendum to such health information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as DOH'S CONTRACTOR maintains such health information.

VI. Violations

- (a) It is further agreed that any violation of this Addendum may cause irreparable harm to the STATE; therefore, the STATE may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damage.
- (b) DOH'S CONTRACTOR shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of DOH'S CONTRACTOR in connection with DOH'S CONTRACTOR's obligations under the MASTER AGREEMENT and this Addendum.

VII. Ownership of Information

- (a) The Parties acknowledge that as between DOH and DOH'S CONTRACTOR, DOH holds and retains all right, title and interest in and to the health information obtained through the MASTER AGREEMENT or this Addendum, and DOH'S CONTRACTOR does not hold, and will not acquire by virtue of the MASTER AGREEMENT or this Addendum or by virtue of providing any services or goods to DOH, any right, title or interest in or to such health information or any portion thereof, including without limitation data acquired through the de-identification of health information obtained through the MASTER AGREEMENT or this Addendum. DOH'S CONTRACTOR will have no right to compile or distribute statistical analyses or reports utilizing aggregated data or de-identified data derived from the health information obtained through the MASTER AGREEMENT or this Addendum.

IX. Miscellaneous

- (a) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary.
- (b) Survival. The respective rights and obligations of DOH'S CONTRACTOR under Section V of this Addendum shall survive the termination of this Addendum.
- (c) If anything in this Addendum conflicts with a provision of any other previous agreement pertaining to the security and privacy of health information, this Addendum is controlling.
- (d) HIV/AIDS. If HIV/AIDS information is to be disclosed under this Addendum, DOH'S CONTRACTOR acknowledges that it has been informed of the confidentiality requirements of New York State Public Health Law Article 27-F.

IN WITNESS WHEREOF, the parties hereto acknowledge the terms of this Addendum by signing below as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

Signature: _____
Print Name _____
Title: _____
Co. Name: _____
Address: _____
Date: _____

Signature: _____
Print Name _____
Title: _____
Org. Name: NYS Department of Health
Address: Corning Tower, Empire State Plaza
Albany, NY 12237
Date: _____

STATE OF NEW YORK
COUNTY OF _____ } ss.:

On the ___ day of _____ 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the organization on behalf of which the individual acted, executed the instrument.

(Notary): _____

Attachment 11- Vendor Responsibility Questionnaire

New York State

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

Vendor Responsibility Questionnaire

A contracting agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Prospective contractors must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of this questionnaire.**

**STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number	
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

18. Is the vendor certified in New York State as a (check please): <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women's Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)? <i>Please provide a copy of any of the above certifications that apply.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? <i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i> b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i> c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? <i>List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i> d) An officer of any political party organization in New York State, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

<p>21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:</p>	
<p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <p>1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;</p> <p>2. state or federal environmental laws;</p> <p>3. unemployment insurance or workers' compensation coverage or claim requirements;</p> <p>4. Employee Retirement Income Security Act (ERISA);</p> <p>5. federal, state or local human rights laws;</p> <p>6. civil rights laws;</p> <p>7. federal or state security laws;</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws;</p> <p>9. state or federal anti-trust laws; or</p> <p>10. charity or consumer laws?</p> <p><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	
<p>22. In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code?</p> <p><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>25. During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
29. In the past five (5) years, has the vendor or any affiliates ¹ : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business	Signature of Owner/Officer_____
Address	Printed Name of Signatory
City, State, Zip	Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date

Attachment 12 - Tax and Finance Form ST-220



Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		\$
Contractor's telephone number	Covered agency name		
Covered agency address		Covered agency telephone number	

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____

(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?
Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.



Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a (see Need help? below)*.

Contractor name				
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ()
Covered agency name	Contract number or description		Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address			Covered agency telephone number	

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).


This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.


Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.


Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

 **Internet access:** www.nystax.gov
(for information, forms, and publications)

 **Fax-on-demand forms:** 1 800 748-3676


 **Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

 **Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Attachment 13 - Cost Proposal

HCRA COMPLIANCE AUDITS
COST PROPOSAL - YEAR ONE

<u>PAYOR AUDITS</u>	Offeror's Bid Per <u>Audit</u>	Offeror's Bid Per <u>Hearing</u>
Category 1	\$	\$
Category 2	\$	\$
Category 3	\$	\$

<u>PROVIDER AUDITS</u>		
Category 1	\$	\$
Category 2	\$	\$
Category 3	\$	\$

Category Definitions

Payor

- Category 1 Surcharge Contributions, >\$10 Million
- Category 2 Surcharge Contributions, \$1 Million - \$10 Million
- Category 3 Surcharge Contributions, <\$1 Million

Provider

- Category 1 Revenue, >\$100 Million
- Category 2 Revenue, \$1 Million - \$100 Million
- Category 3 Revenue, <\$1 Million

I, _____, for and on behalf of the below named organization, signify that the below named organization agrees to abide by the terms of the approved proposal and is fully able and willing to carry out deliverables contained herein. The prices presented in this proposal shall remain in effect for 180 days from the last day to submit a proposal.

Firm Name: _____
 Signature: _____
 Title: _____
 Date: _____

Attachment 14 - Contractors Planned Employment

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 15 - Contractors Annual Employment

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.

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.