

# NEW YORK STATE - DEPARTMENT OF HEALTH

## *Division of Coverage and Enrollment Office of Health Insurance Programs*

### *A Request for Proposal for The Enrollment Center*

RFP No: 0808040239

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#### **Procurement Schedule**

RFP Release Date:	October 14, 2008
Written Questions Due:	November 17, 2008
Letter of Interest Due (optional):	November 17, 2008
Registration for Bidder's Conference Required By:	November 17, 2008
Bidder's Conference:	December 8, 2008
Response to Written Questions and Questions Received at Bidder's Conference:	January 15, 2009
Proposal Due Date:	February 17, 2009

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

### **DESIGNATED CONTACTS:**

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

Jonathan Mahar  
Bureau of Accounts Management  
Grants and Procurement Unit, Corning Tower, Room 1341  
Albany, NY 12231  
(518) 474-7896  
Fax # (518) 474-8375  
[jpm12@health.state.ny.us](mailto:jpm12@health.state.ny.us)

### **Permissible Subject Matter Contacts:**

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

RFP Release Date: October 14, 2008

### **Submission of written proposals:**

Linda Stackman  
Assistant Director  
Division of Coverage and Enrollment  
Office of Health Insurance Programs  
Corning Tower, Room 1619  
Albany, NY 12237-0004

### **Submission of Written Questions:**

Linda Stackman  
[enrollmentrfp@health.state.ny.us](mailto:enrollmentrfp@health.state.ny.us)

### **Participation in the Pre-Bid Conference:**

Eduardo Santana  
Division of Coverage and Enrollment  
Office of Health Insurance Programs  
Corning Tower, Room 1619  
Albany, NY 12237-0004  
(518) 473-7541  
Fax # (518) 473-5273  
[eas08@health.state.ny.us](mailto:eas08@health.state.ny.us)

**Debriefings:**

Judith Arnold

Director

Division of Coverage and Enrollment

Office of Health Insurance Programs

Corning Tower, Room 1420

Albany, NY 12237-0004

**Negotiation of Contract Terms after Award:**

N/A

*For further information regarding these statutory provisions, see the Lobbying Statute summary in Section VII, P of this solicitation.*

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## I. INTRODUCTION

The New York State Department of Health is issuing this Request for Proposals (RFP) to support the development of a centralized statewide Enrollment Center to process applications and renewals for a portion of those eligible for New York State's (State) public health insurance programs. The Enrollment Center will augment the role of the local Departments of Social Services (LDSS) by providing additional capacity for the timely processing of enrollments and renewals, among other responsibilities. The Enrollment Center must be located in New York State. The responsibilities of the Enrollment Center will include:

- Operating a Statewide Toll-Free Call Center for Medicaid (MA), Family Health Plus (FHP) and Child Health Plus (CHPlus);
- Developing and Operating a Statewide Telephone and Mail-In Renewal System for Medicaid, Family Health Plus and Child Health Plus;
- Administering the Premium Assistance Program;
- Administering the Family Health Plus Employer Buy-In Programs;
- Managing Web-based Renewal;
- Augmenting Marketing and Outreach Materials Developed by the New York State Department of Health; and
- Processing New Applications and Other Renewals.

The New York State Department of Health (Department) will contract with an organization to conduct the above responsibilities. The Department intends to award \$34 million, subject to the availability of funds, to an organization to conduct the above responsibilities in the order presented. The first three responsibilities will be the statewide operation of the Call Center, the operation of a telephone and mail-in renewal system and the administration of the Premium Assistance Program.

The Call Center will be implemented statewide. The renewal function and the Premium Assistance Program may be phased in by county, to be determined by the Department of Health and subject to the availability of funding. The other four project areas will be phased in according to the progress in the first three and subject to the availability of funding.

The Department reserves the right to shift priorities within the scope of work at any time upon notice to the successful bidder. Therefore, bidders must price out all of the project areas described in this RFP

The new capacity that the Enrollment Center provides will, in conjunction with existing enrollment entities, significantly advance the State's goal of enrolling all those eligible for public health insurance, reduce the number of enrollees who lose coverage at renewal, and improve transitions between project areas.

## **II. BACKGROUND**

The Office of Health Insurance Programs (OHIP) within the New York State Department of Health administers the Medicaid (MA), Family Health Plus (FHP) and Child Health Plus (CHPlus) programs. Together these health insurance programs cover approximately 4.5 million New Yorkers. Medicaid, the largest program of the three, provides health insurance for over 3.6 million people, 2.6 million of whom are adults and children that are not aged, blind or disabled. FHP provides coverage to 500,000 parents and adults without children who are not eligible for Medicaid. CHPlus, the State's SCHIP program, covers 380,000 children who are not eligible for Medicaid.

Nearly half of New York's uninsured population, 1.2 million people, is eligible, but not enrolled in public health insurance. An important building block to universal coverage is to maximize enrollment in Medicaid, FHP and CHPlus. The State is committed to increasing access to and enrollment in these programs through simplification, systems improvements and marketing and outreach initiatives. However, the existing enrollment infrastructure does not have the capacity to absorb a significant increase in enrollment. Achieving our enrollment goals requires new pathways to enrollment and renewal that incorporates greater use of technology.

Currently, applicants for Medicaid and FHP must complete a face-to-face interview with either, the local department of social services (LDSS), a facilitated enroller (FE) or another party to whom the face-to-face interview has been delegated. Facilitated enrollers are community based organizations and health plans authorized by New York State to provide application and renewal assistance. Only the State or LDSSs can determine eligibility for Medicaid/FHP. Applicants for CHPlus can enroll directly with a health plan or through an FE. MA, FHP and CHPlus enrollees renew through the mail, but despite efforts to simplify the rules for renewal, at least one-third of the enrolled population does not successfully renew and either loses coverage or experiences a gap in coverage.

A high priority for the Enrollment Center is to assist the State in reducing churning. Churning occurs when enrollees fail to renew, and then return a few months later to complete a new application. This increases the effort for both the enrollee and the enroller (LDSS, health plan and FEs). If retention can be improved, there will be greater capacity for processing new applications. Based on experience here and in other states, churning can be reduced by further simplifying the renewal process. By providing enrollees the option of telephone and/or Web renewal, in lieu of mail, combined with the State's ability to independently verify income, the State anticipates making progress in reducing the unnecessary and inappropriate loss of coverage at renewal as well as the administrative burden of processing applications for consumers who were recently enrolled and lost coverage.

## **III. ELIGIBLE APPLICANTS**

Eligible applicants must have experience operating an Enrollment Center, as set forth in this RFP, in at least one state for either the Medicaid or SCHIP program. It is preferred that the contractor also have experience operating a statewide call center. It must have sufficiently demonstrated the corporate financial capacity to provide the services defined in this RFP.

The bidder's experience must be broader than serving as the enrollment broker for managed care.

#### **IV. TARGET POPULATION**

The target population for the Call Center is anyone currently enrolled, and those eligible but not enrolled in Medicaid, Family Health Plus or Child Health Plus. As noted above, currently, approximately 4.5 million people are covered by one of New York's public health insurance programs. Nearly 3.5 will be affected by the Enrollment Center. In addition, half of the uninsured in New York (1.2 million) are eligible for one of the above programs.

The target population for the renewal function will be the approximately 1.5 million households in Medicaid, Family Health Plus and Child Health Plus who can self-attest to their income and residence at renewal. This volume will be phased in and other populations may be added over time. The current Medicaid, FHP, and CHPlus programs process about 100,000 renewals a month.

#### **V. PROJECT SPECIFICATIONS**

##### **A. Corporate Experience, Background and Capacity**

As stated above, the selected Contractor must have experience operating an Enrollment Center in at least one state for either the Medicaid or SCHIP program during the past five years. It is preferred that the contractor also have experience operating a statewide call center. It must have sufficiently demonstrated the corporate financial capacity to provide the services defined in this RFP. This Contractor's experience must be broader than serving as the enrollment broker for managed care.

The experience must include processing applications/renewals for enrollment into Medicaid and/or SCHIP. It must be on a sufficiently large scale so that the bidder's ability to operate the New York State Enrollment Center can be judged based on relevant experience. The bidder must provide five references and information on experience in the last five years that demonstrate the background and ability to provide the tasks and functions described in the RFP. While experience in New York State is not required or preferred, the bidder must provide a description of any projects undertaken in the last eight years that involved activities with New York State, New York City and any county in New York State.

The bidder must present the staff turnover rate in the prior two years for the category of employees described in Section V of this RFP. Given the vast amount of information that the bidder must learn to operate the myriad functions of the Enrollment Center, it is critical that staff turnover be kept at a reasonable level.

## **B. Staff Qualifications**

The bidder shall ensure that the project and each of its components is adequately staffed with experienced, knowledgeable personnel who can meet the responsibilities outlined in this RFP. The bidder shall initially provide the Department with an organization chart, depicting each component of the project, all cross-cutting functional units of the organization/project, numbers and types of staff for each component/function, and identified lines of authority governing the interaction of staff, and relationships with major subcontractors. The Contractor shall supply the Department with an updated version on an annual basis or as requested by the Department. The names of management personnel must be shown on the organization chart. The Department reserves the right to reject any proposed management personnel based on inadequate qualifications, poor references, or knowledge of previous inadequate performance. In addition, the Department may request changes in staff based on performance and quality and request a replacement of equal or stronger qualifications.

The Contractor must locate its physical plant and all project staff in New York City or within 25 miles of the Capital District. This is necessary for several reasons: (1) state staff will be located in the Contractor's office, (2) there will be frequent meetings between the Contractor and the Department, and (3) travel costs will be kept to a minimum. The Department will consider making an exception to the requirement to for the call center. Staff must include, but will not be limited to, one full-time Project Manager for New York's Enrollment Center, who must possess experience with enrollment and eligibility in public programs, Call Center operations and managerial responsibilities. Knowledge of New York's Medicaid, Family Health Plus and Child Health Plus programs is strongly preferred as well. The Contractor shall, at all times, be knowledgeable about changes to policies and procedures within the New York Medicaid, Family Health Plus and Child Health Plus programs so that it can efficiently and effectively make the necessary adjustments.

The Department must be notified in writing, reasonably in advance, if a new or other Project Manager will be hired. The notice must include an explanation for the change, and the name and credentials of the individual proposed to assume the position. Any changes or addition in key staff once the contract has begun must also be reported to the Department with resumes of key staff submitted to the Department for prior approval reasonably in advance of when the staff begins employment.

In addition, the Contractor must designate a deputy or second-in-command who can assist and complement the abilities of the project manager. The Department retains the right of final approval for designation of the Project Manager and Deputy Project Manager. Each component/function described in this RFP and ones that may be added must have a full time project supervisor. Supervisors must possess knowledge and expertise in their assigned area and supervisory experience. Supervisory staffing must be sufficient to ensure proper direction and oversight of employees. Staff must exhibit strong communication and interpersonal skills. The Contractor shall employ bilingual and/or multilingual staff in order to accommodate the language requirements of this RFP.

The Contractor shall employ and train staff necessary to complete the required tasks at the performance standard levels specified by the contract. The Contractor must ensure that staff is trained on an on-going basis. The Contractor must develop and present a plan for training staff on how to answer inquiries to the Call Center, conduct telephone, mail-in and web-based renewals, assess potential program eligibility and on any other project components as required by the project and/or the Department. The Department will conduct the initial training of the Contractor staff.

### **C. Detailed Project Specifications**

This section describes each of the major functions that shall be the responsibility of the Enrollment Center. The main functions are:

- Operating a Single Statewide Toll-Free Call Center for Medicaid, Family Health Plus and Child Health Plus;
- Developing and Operating a Statewide Telephone and Mail-In Renewal System for Medicaid, Family Health Plus and Child Health Plus;
- Administering the Premium Assistance Program;
- Administering the Family Health Plus Employer Buy-In Program;
- Managing Web-Based Renewal;
- Augmenting Marketing and Outreach Materials Developed by the New York State Department of Health; and
- Processing New Applications and Other Renewals.

These projects are listed in order of priority of implementation. The first three will be implemented in year one, with the hotline operating statewide, and renewals and the premium assistance program phased in, though not necessarily statewide, in year one. Bidders must offer for each of the seven components, as well as the general overall requirements in Section VI.

#### **1. Operate a Single Statewide Call Center**

Currently, the Department operates three separate hotlines for Medicaid, Family Health Plus and Child Health Plus applicants and enrollees. The Department intends to consolidate these hotlines into one unified Call Center that will provide information about the three public health insurance programs. In the first year of this contract, the Contractor will take over the duties of these independent hotlines. The Contractor will provide information about the three programs to those seeking public health insurance, will screen for potential eligibility, and will respond to questions and concerns from enrollees.

The Call Center shall provide the answers to general program questions and inquiries about eligibility and enrollment. It must have sufficiently trained and

knowledgeable staff to operate a Call Center including answering inquiries about the Medicaid, FHP and CHPlus programs and providing information and assistance regarding eligibility and enrollment. The Call Center will also assist current enrollees in understanding their benefits, accessing services and resolving concerns. In cases in which the inquiry requires research by Department staff, the Call Center will refer the questions, by phone and in some cases in writing, to designated staff at the Department.

In addition, the Call Center shall assume the duties of several smaller hotlines in the Department for specific groups of Medicaid enrollees. It shall manage requests for presumptive eligibility for children by the Qualified Entities (QEs). The Department has selected community health centers throughout the State as the QEs that can determine if a child is presumptively eligible for Medicaid. QEs are required to obtain authorization numbers for each child who will be presumptively enrolled. This must be done prior to screening the child as receipt of an authorization number means that the child isn't already enrolled in Medicaid or Child Health Plus. The Call Center shall also take over the hotlines responsible for granting good cause exceptions for Third Party Health Insurance, newborns, and PCAP.

The experience of the current hotlines indicates a monthly call volume of approximately 67,500, with calls peaking on Monday and Tuesday between 10 am and 2 pm at 525 calls per hour, and 300 calls per hour during non-peak hours. The 67,500 calls break down by program as follows: Medicaid 55,000, FHP 4,500 and CHPlus at 8,000. Medicaid calls are heaviest at the beginning of the month as recipients' eligibility usually begins on the first day of a month. CHPlus calls are heaviest at the end of the month as the deadline for new applications is the 20<sup>th</sup> day of the month and for renewals is the last day of a month. The hotlines experience an increase in volume during and following advertising and outreach campaigns.

The Contractor must provide the following services and meet the following standards:

***a. Accessibility and Staffing***

- i. The Contractor will assume responsibility for the State's toll-free Call Center for Medicaid, Child Health Plus and Family Health Plus, which will replace the current hotlines.
- ii. The Contractor will be required to hire staff who have strong communication and interpersonal skills. It must offer assistance in English, Spanish, Russian, Arabic, Haitian Creole, Cantonese and Mandarin. The Contractor must make available, at a minimum, sufficient numbers of English and Spanish speaking staff during all hours of Call Center operation. A translation service such as AT&T Language Line must be available for languages not offered by the Call Center staff. If a telephone translation service is used, the "connect time" to reach a translator should not exceed 20 seconds.
- iii. The Call Center must be available during regular business hours on Monday through Friday, from 8 am to 8 pm, and Saturday from 12 pm to 5 pm.

- iv. The Contractor must establish and operate a tracking system during the off hours and based on the results the State will determine if additional hours should be added.
- v. The Contractor must adjust the number of staff at the Call Center to accommodate volume changes and/or the need for less or more hours of live coverage.
- vi. If Call Center hours are expanded, based on demand during off hours (to be determined by the Department based on data provided by the Contractor), the price paid to the Contractor for calls during the expanded hours will be the same price as the unit price paid for calls during regular hours on the approved Cost Worksheet.
- vii. The Contractor must have the capability to receive calls forwarded from other toll-free numbers that may be directed to the Call Center.
- viii. The Contractor must assure that all project staff are trained appropriately for their responsibilities. This includes training regarding the Department's systems (emedNY, WMS, EEDSS, KIDs, etc).
- ix. The Contractor must have TTD or TDY capacity to meet the needs of hearing-impaired callers.

***b. Integrated Voice Response Systems***

- i. The Contractor must use an integrated voice response system (IVR) to provide the initial message to callers. It may propose using IVR in other ways that have been shown to be effective within the scope of work of the RFP.
- ii. The Contractor must make all automated messaging available in English and Spanish and add other languages as requested by the Department.
- iii. The Contractor must always provide the option of a live person response for all callers during the days and times of operation.
- iv. The Contractor may use an automated voice response system for callers who want to request information (applications, brochures, listing of facilitated enroller addresses) be mailed to them. It may also be used for potential screening eligibility.
- v. When all Call Center staff is assisting other callers, the Contractor's automated messaging system must inform callers that all representatives are currently busy. Messaging must be related to public health insurance issues, such as maximum income levels, other eligibility criteria, etc. Messaging may also include additional information (e.g. expected wait time, etc.).
- vi. After regular business hours, the Contractor must provide a message to callers that identifies hours of Call Center operation, provides basic information

about the programs, offers an option for callers to request written information about the programs, and requests that the caller call back during hotline hours of operation, if additional information is required.

- vii. The Contractor must have call recording capabilities to capture information from callers such as agreement to consent language. The call recording system may also be used for quality assurance purposes and complaint investigations, as well as tracking calls to the Call Center during off hours.

### ***c. Response Times***

- i. The Contractor must answer all calls within the first three rings, either in person or by the automated voice response. At least 80% of all callers during the regular or expanded hours of operation must be able to speak to a live person if they wish to.
- ii. The average wait/hold time for a live voice must be less than 2 minutes.
- iii. The Contractor's incoming call blockage rate (the percent of calls that receive a busy signal) cannot exceed 10% of the monthly calls.
- iv. 95% or more of all calls, received during regular business hours each month, in which a message was left, must be returned within 24 hours or the next business day.
- v. The Contractor shall meet industry standards for quality assurance. Any alteration of the frequency or strategy for monitoring the Call Center staff shall only be made with prior approval of the Department.
- vi. The abandoned call rate must not exceed 5% of monthly calls.

### ***d. Caller Assistance/Information Dissemination***

The Contractor's information dissemination responsibilities include, but are not limited to, providing the following information to callers:

- Medicaid Program Information
  - General Medicaid description;
  - Income, resource and other eligibility requirements;
  - Long term/chronic care description and eligibility requirements;
  - Cost sharing requirements, if applicable;
  - General covered benefits; highly specialized benefit inquiries may require a referral;
  - Enrollment process; and
  - Fee-for-service vs. managed care.
  - Names and locations of participating health plans ;
  - Names and location of participating Medicaid providers;
  - Documentation requirements;



- Presumptive eligibility;
  - Population specific programs (e.g., Excess Income, Medicare Savings Program, Medicaid Buy-in for the Working Disabled, Prenatal Care and Assistance Program PCAP); and
  - Citizenship and immigration requirements.
- Family Health Plus Program Information
    - General FHP description;
    - Income and other eligibility requirements;
    - Cost sharing requirements, if applicable;
    - Premium Assistance and Buy-In Programs;
    - Covered benefits;
    - Enrollment process;
    - Names and locations of participating health plans; and
    - Documentation requirements.
- Child Health Plus Program Information
    - General CHPlus program description;
    - Income and other eligibility requirements;
    - Cost sharing requirements, if applicable;
    - Covered benefits;
    - Enrollment process (including FE);
    - Names and locations of participating health plans;
    - Documentation requirements; and
    - Presumptive eligibility.
- General Managed Care Information
    - Overview of managed care including use of managed care, the network concept, access to benefits, selection of a primary care provider and referral requirements;
    - Plan selection;
    - Mandatory/voluntary status of county; and
    - Checking plan networks for applicant/enrollees known providers.

***e. Application Assistance Information***

- i. Answer questions about completing any of the program applications.
- ii. Screen potential callers to help determine the programs for which they and their children are likely to be eligible using a Department approved screening tool.
- iii. Describe the documentation requirements for each program.
- iv. Refer persons wanting to initially apply to the appropriate LDSS, facilitated enroller, and/or CHPlus health plan. Calls from current enrollees who want to renew will be routed to the appropriate section of the Enrollment Center to conduct the renewal interview. In the future, as the Enrollment Center assumes some responsibility for new applications, those new applicants and

enrollees will be processed at the time of the call and through the Enrollment Center.

***f. Information to Current Enrollees***

- i. Provide information to current enrollees calling on program procedures, including, but not limited to:
  - Renewal procedures
  - Eligibility standards
  - Enrollment and disenrollment procedures
  - Identification of participating managed care organizations for each of the programs
  - Covered benefits
  - Provider information
  - Fair hearing information
  - Contact information for LDSS
  - Referral to other State and Federal agencies, including Medicare
  - Undercare reporting changes
  - Procedures for adding persons to case file

***g. Other Information***

- i. Respond to questions about the Premium Assistance and Buy-in Programs described under Section VC3 and 4.
- ii. Issue Certificates of Creditable Coverage upon request.
- iii. Provide other information upon request, if available.

***h. Handling Complaints***

- i. Accept information on complaints about the programs and provide written information on complaints to the Department for follow up.
- ii. Respond to complaints either directly or by capturing the information and referring it to Department staff. Once the Department has investigated the complaint and determined the outcome, the Department will inform the person who made the complaint. The Contractor must maintain a database containing information on the specific subjects of all such referred or transferred calls, and share such information with Department staff on an as needed basis (at least monthly) so that the Department may provide training to Call Center staff as necessary on those issues.

***i. Mailings***

- i. Contractor staff must mail materials about the programs, including copies of the necessary applications and/or locations of FEs and LDSS in their area, as well as other general materials about the program, if such material is

requested by the callers. Requested materials must be mailed to callers no more than two (2) business days after the request is received.

- ii. Materials can include, but are not limited to, those regarding information requests, applications and handbooks, provider manuals, requests for more information, etc

#### ***j. Reporting Requirements***

- i. The Contractor shall provide quarterly reports on Call Center operations in a format developed by the Department. Reports will include averages, ranges, and totals, as appropriate, regarding call volume and characteristics and summaries of staffing, maintenance, and operational issues.
- ii. The Contractor shall complete quarterly reports, as prescribed by the Department to be received by the Department by COB of the end of the month following the quarter being reported on. If that day falls on a weekend or State holiday, the report will be due the next business day.
- iii. To support these reports, the Contractor must collect, at a minimum, the following information on each call:
  - Date & Time
  - Disposition (Abandoned, Queued, Connected, Completed)
  - Time to Connect
  - Duration (Connect to Finish)
  - For Answered Calls: Language
  - For Answered Calls: Subject (Checklist of Question/Topic/Issue/Problems)
  - For Answered Calls: How caller heard of program (Checklist)
  - For Answered Calls: Outcome (Complete, Referred, Requires Follow-up)
  - For Answered Calls: Screened (Eligible/Ineligible/Not Screened)
  - For Follow-up Calls: Follow-up Effort (Estimated Time Spent to Respond)
  - For IVR Systems: Tallies of all Menu Selections

Additionally, the Contractor must collect the following information on operations:

- Staffing by category and hours of operation
- 'Downtime' and other problems
- Maintenance issues and proposed upgrades
- Identified problems and proposed changes

The Department may require additional information and report formats over the course of the contract at no additional cost.

## **2. Develop and Operate Statewide Telephone and Mail-In Renewal System**

The Contractor shall assume responsibility for all renewals of enrollees who are able to self-attest their income and residency. This includes:

- Pregnant women and children under 19;
- Medicaid eligible individuals living in the community who don't need long term care services;
- FHPlus recipients;
- MSP (Medicare Savings Program) recipients;
- FPBP (Family Planning Benefit Program) recipients;
- MBI-WPD (Medicaid Buy-In Program for Working People with Disabilities) recipients; and
- Medicaid Cancer Treatment Program recipients.

Those that cannot attest and must document include:

- Individuals who currently have, or who need, community-based or institutional long-term care;
- Individuals with a spenddown; and
- Individuals receiving a TMA (Transitional Medical Assistance) or Stenson extension (when an individual loses SSI, s/he gets a separate Medicaid determination).

As part of this centralized renewal operation, the Contractor will develop and operate a telephone renewal process, providing a simplified option in addition to the mail. Experience from other states has shown that providing options for renewal, coupled with outreach for renewal, has increased retention rates in public programs. Initially, the Enrollment Center renewal options will be available to the approximately 1.5 million households in Medicaid, Family Health Plus and Child Health Plus who can self-attest to their income and residence. This volume will be phased in as directed by the Department and other populations may be added during the term of the resulting contract. The Medicaid, FHP, and CHPlus programs process about 100,000 renewals a month. The Contractor must provide sufficient staffing such that renewals, for which they are responsible, are processed by the end of the enrollee's current enrollment period.

The Department seeks to maximize the number of enrollees who renew by telephone. To increase renewal rates and improve the efficiency of renewals, the Contractor should develop strategies to encourage enrollees to renew by phone as opposed to mail.

The notices of renewal sent to enrollees who can self-attest to their income and residence will include all renewal options. For the first year of the project, the options will be by telephone or mail. During the term of the contract, enrollees will also have the option of on-line renewal. The notice will emphasize (1) the ease of telephone renewal and (2) that an enrollee does not have to submit a written application if they renew by phone. The notice will instruct those that still want to

renew by mail to submit the renewal forms to the Enrollment Center and not to their local Department of Social Services. The Contractor shall develop messages and methods to maximize the number of enrollees choosing to renew by phone.

The Contractor must also engage in outreach to encourage enrollees to renew their coverage. This may include, but not be limited to, sending reminder correspondence to those who haven't renewed within 30 days of the end of their coverage, and placing phone calls to those individuals in the ten days prior to their disenrollment. This must be done in a way that minimizes confusion for enrollees. For example, if the reminder is sent by mail, the mailing should note that if the enrollee had already sent the renewal application to the Enrollment Center, he/she does not have to respond to the mailing. If the reminder is accomplished by phone, the enrollees should also be reassured that he/she does not have to do anything if the enrollment forms were mailed. The Contractor's correspondence, whether by mail or phone should stress the convenience of telephone renewal.

### ***a. Current Renewal Process***

Renewal for public health insurance programs can be completed by mail for most enrollees. Medicaid and Family Health Plus enrollees can mail their renewal applications to their local Department of Social Services (LDSS.) Child Health Plus enrollees can mail their renewal applications to the health plan in which they are enrolled. In most cases, the applications are sent to enrollees three months prior to the end of coverage. Most enrollees are permitted to self-attest to their income, resources (where applicable), and residency. Documentation may be required prior to completing the renewal if the information provided is inconsistent with information contained in third party databases used to verify eligibility to such an extent that it affects eligibility, is internally inconsistent, or if the enrollee had a change in immigration status or lost or obtained other health insurance. All applications include terms and rights and responsibilities that the head of household or enrollee acknowledges by signing the application. There are, however, program specific differences including:

- i. **Medicaid/FHP.** Enrollees are sent a renewal application 60 to 90 days prior to their renewal date. The renewal application may be pre-populated with some or all of the prior year's information. Enrollees are asked to update the information and return it to their local Department of Social Services. Those that fail to return the renewal form when indicated are designated to automatically have their enrollment discontinued, a process known as "clock down."

Renewals are processed by LDSS staff using several automated systems. The Welfare Management System (WMS) is the State's repository of case and client information on Medicaid and FHP enrollees. It is a primary tool in the eligibility determination and renewal processes. A component system, Medicaid Automated Budgeting and Eligibility Logic (MABEL), contains the 'business logic' used to assess program eligibility and display outcomes for the eligibility staff. Another component, the Resource File Integration (RFI) provides automated access to third-party data on earnings and resources,

allowing eligibility workers to verify the information provided by the applicant. During the eligibility process, workers also access eMedNY, another State-operated verification system with information on health insurance coverage and Medicare Buy-In. Once eligibility is determined, WMS provides a means for supervisory sign-off and a system to generate client notices.

- ii. **Child Health Plus.** Health plans mail their enrollees renewal packages 90 days prior to the end of their coverage. Families are given 45 days to return the application; however, health plans may accept renewal forms up to the last day of coverage. If the family is in an income category that requires a family premium contribution, that must be paid with the renewal to the Enrollment Center or directly to the health plan. The specific process will be defined by the State prior to implementation. In addition, CHPlus offers “presumptive renewal,” to enrollees who comply with the process in a timely manner, but may be missing a piece of information. They may be renewed without a gap in coverage for two months while the plan pursues the missing information.

When the health plan receives the renewal information, they determine eligibility and submit updated records to the state-operated Knowledge and Information Data System (KIDS) system, which serves as an enrollee repository for CHPlus and premium payment system for the health plans.

Renewal in CHPlus can be complicated when families want to add a child to a household. In these cases, the family has been required to complete a new application to add the additional child. The Department is working to make it easier for families to add a child to the program at renewal.

- iii. **Cross Program Issues.** Currently, children who are determined at renewal to be eligible for a different program must complete a new application for the correct program. In CHPlus, children may be enrolled on a temporary basis to provide the family time to complete the Medicaid application. In the case of Medicaid, files of ineligible children (based on income) are sent to the State for enrollment in CHPlus. The Department is seeking to simplify the renewal process when transitions in coverage occur. The Enrollment Center, as the only entity able to enter enrollment and renewal in both Medicaid and CHPlus, can serve as the mechanism to test this simplification.

Another issue is the different rules for Medicaid and CHPlus that make it difficult to transition seamlessly between programs. For example, CHPlus requires questions on prior health insurance to monitor “crowd out.” Medicaid requires documentation of citizenship/immigration status, while CHPlus does not. To the greatest extent possible, the Department is seeking to create more seamless transitions between programs at renewal through the telephone renewal process.

***b. Access to Department Resources***

The Contractor will have access to the information systems noted above and other technology available to LDSS eligibility staff for Medicaid, FHP and to health plans for CHPlus, as may be authorized by the Department. This includes:

- i. Welfare Management System (WMS), the State's repository of information on Medicaid enrollees (there are two systems, one for Downstate and one for Upstate), including the following subsystems:
  - MABEL (Medicaid Automated Budgeting and Eligibility Logic), the 'business model' encompassing Medicaid eligibility rules and the specific fields used in and generated by the eligibility processing.
  - Client Notification System (CNS), which creates customized notices regarding required enrollee action, eligibility determination, and other matters.
  - Resource File Integration (RFI), which contains third-party databases used by the Medicaid and Family Health Plus programs to verify eligibility. RFI compares individuals in WMS against individuals on the resources files (i.e., databases) of State and Federal systems such as the Wage Reporting System and the New Hires Directory of the State Department of Taxation and Finance, the Beneficiary Earnings and Data Exchange (BENDEX) of the Social Security Administration, the State Department of Labor's Unemployment Insurance benefit files, and State-based financial institutions (Financial Institution Recipient Match - FIRM). This provides a way to verify information provided by applicants for Medicaid and FHPlus. The Contractor may propose an alternative to or augmentation of RFI for such automated verification.
- ii. eMedNY is the system that processes all Medicaid claims and payments for services provided to NYS Medicaid recipients. It also provides a single point of entry for client eligibility verification, processing prior approval, claim history inquiries, entry of third party health insurance, Medicare coverage information, Medicare Buy-In, daily processing of financial reporting and tracking and other tracking and monitoring systems. It is used to review current health insurance and Medicare Savings Program coverage.
- iii. Electronic Eligibility Decision Support System (EEDSS). EEDSS is a logic based, computer-assisted interview developed and managed by the Department of Health and used by some LDSS offices. The program provides a structured interview for eligibility workers, covering information on the Medicaid application: demographics, household composition, citizenship/immigration status, health insurance, income, and resources. The system is designed so that applicants, who have all of the necessary paperwork with them at the time of the interview, can receive a eligibility decision from the worker at the close of the interview. It also allows the applicant (in some counties) to select a managed care provider if appropriate. At the end of the process if there is paperwork missing, the applicant receives a print-out of what items need to be submitted, along with a due date.

The Department is working to create an intelligent question set specific to renewal for all programs that will be populated with information from WMS, KIDS (Knowledge, Information and Data System for CHPlus), and RFI so that the Contractor will have the maximum amount of information available on the household during the telephone interview. The Contractor will use the electronic renewal question set to enter the information received during the telephone interview. The Contractor will also enter information into the renewal tool for those renewal applications received by mail. This has the advantage of permitting an application to be started by mail and completed by phone. This question set, in addition to being connected to WMS, KIDS and the RFI process, will be connected to MABEL and the CNS system enabling eligibility to be determined quickly, following a review of third-party databases and state employee supervisory approval. Work on the electronic renewal tool will begin prior to the contract award, but we expect the Contractor to work with the State to modify the intelligent question set, as appropriate, and to recommend alerts for prompting enrollees for more information, and edits for flagging inconsistent or illogical responses as a means to improve the quality of renewals and to maintain program integrity.

- iv. Centraport is the OTDA portal that gives users access to various WMS legacy systems for Temporary Assistance, Food Stamps, Medicaid, HEAP and Child Support. It also gives access to eMedNY, the Mobius Reporting System, EEDSS, NYS laws related to the program, desk guides, resource manuals, libraries of pertinent administrative documents. It is used by Local Department of Social Services staff to process applications, maintain existing cases and process renewals.
- v. Knowledge and Information Data System (KIDS), the Child Health Plus enrollment system, will be used to renew children into Child Health Plus or to transfer children from Medicaid to Child Health Plus at renewal.
- vi. Medicaid Renewal Tracking (MRT) in New York City.
- vii. Mobius Reports: Mobius is the software package used by eMedNY to generate, reports related to the various eMedNY subsystems. These are preformatted reports, which are produced at various intervals; daily, weekly, monthly, quarterly and annually. Access to the Mobius reporting system, requires separate security roles than those required to access the other subsystems. The data in the reports may be downloaded to allow for additional manipulation of the date for ad hoc reporting purposes.

The Contractor must adhere to NYS Office for Information Technology Standards as reported in Section VIII.M. “Accessibility of State Agency Web-based Intranet and Internet Information and Applications” of this RFP.



### ***c. Enrollment Center Renewal Process***

This section describes the steps for the Enrollment Center to process telephone renewals and mail-in renewals.

- i. Conduct the Telephone Renewal Interview and Obtain Any Necessary Documentation
  - The Contractor will develop procedures to efficiently and accurately collect information on renewals over the phone using the electronic renewal tool developed by the Department. Enrollees may use the same toll-free number as the Call Center to renew by phone. If using the same number, the Contractor must have a menu of choices to route the call appropriately, based on the reason for the call. The Center will accept calls and process renewal applications in the order of the calls received without regard to renewal date. Call volume for renewal will be highest in the second half of the month.
  - The Enrollment Center will, at a minimum, perform the following tasks related to telephone renewal:
    - Accept phone calls from enrollees to recertify. Operators will ask that enrollees have their application in front of them or, at a minimum, provide the Client Identification Number (Medicaid/FHP) or Enrollee Identification Number and one other identifying piece of information, such as the last four digits of the social security number, and health plan (CHPlus). If the caller does not have such information, the operator must ask for other identifying information.
    - Ask the caller if they have sent the renewal by mail prior to proceeding. If the enrollee has sent it to the LDSS or CHPlus health plan instead of the Enrollment Center, the Contractor should not proceed with the renewal. If it was sent to the Enrollment Center, the Contractor must have a process for tracking all renewals that come through the Enrollment Center, whether by phone or mail, and later through the Web. This process shall prevent duplicate enrollments when an enrollee calls to renew by phone and also mails in the renewal forms. If the Enrollment Center has received the mail-in renewal, they should not process the telephone renewal. If, however, the renewal interview tool indicates that the renewal application has some outstanding information, the Contractor should inform the enrollee and discuss next steps to completing the renewal. In rare instances, an enrollee may send the renewal forms to the LDSS or health plan instead of the Enrollment Center. In those cases, the LDSS or health plan will process the renewal. The Contractor should propose a process for ensuring that they do not then renew these same enrollees.
    - If the enrollee has not yet begun the renewal process, conduct the renewal interview. The interview will be an intelligent question set built to interact with WMS and KIDS. The worker will be able to access the most current available RFI information and prior year eligibility information from WMS and KIDS. The Contractor should probe for additional information if there are discrepancies

among the reported information, last year's information, or the RFI information. Such discrepancies may require additional documentation to resolve.

- Input updated eligibility and contact information. Update changes in the household's residency, household composition, income, expenses and private insurance coverage since the last review, and make a preliminary assessment of the eligibility. The Contractor will accept all information at renewal, including changes in address or additions/deletions to households.

- The question set will have imbedded logic to determine eligibility for Medicaid, FHP, and CHPlus and enable applicants to move to another program at renewal. The responses to the interview questions will populate WMS and will enable enrollment in KIDS.

- Most renewals will be accomplished without requiring documentation, including citizenship/immigration status unless it has changed, or identity documentation which would be provided at application. At renewal, immigration documentation would be required if it has changed since the date of application. The Contractor shall identify any outstanding verifying documentation; inform the enrollee of the required document and the date by which it must be received. The Contractor will follow-up the phone conversation with a mailing, reiterating the required documentation. A postage paid, self-addressed, envelope should be enclosed. The Contractor shall establish a process for linking materials to the renewal and describe this process in their proposal. The Contractor must scan any documentation received into the case file.

- Enrolling In or Changing Health Plans: If the enrollee asks to change managed care plans at renewal, the Contractor must first determine if the person is in their plan lock-in period. If so, the enrollee cannot change plans until the end of the lock-in period. If not, the Enrollment Center will enter the information into WMS or, in the case of CHPlus, the Center must notify the appropriate health plan through a strategy to be developed by the Center.

- If the enrollee is joining a managed care plan for the first time, the Contractor will update the WMS system as appropriate.

- When the interview and required documentation are complete, the Contractor will submit the renewal for review and final eligibility determination by Department staff. Any items received from the enrollee must be imaged into the case file.

ii. Confirm the Facts

- Verify verbally, in lieu of a signature, that the enrollee received, reviewed and agrees on the terms, and rights and responsibilities described on the renewal form. The Contractor is responsible for asking the caller if they have read and understand those sections and note this agreement in the electronic case file. Call recording may be used to document the caller's confirmation. If the caller

does not understand or agree, that too should be noted on the electronic case file, as the application cannot be completed without this agreement. The Enrollment Center should refer the person renewing to an LDSS or facilitated enroller to complete the renewal application.

- Confirm the contents of the call and that all the information collected from the enrollee is accurate.
  - If a caller hangs up during the call, it is the responsibility of the caller to call back; if the call is otherwise interrupted, it is the responsibility of the Enrollment Center to call the person back, if possible.
  - Verify again that the renewal has not been completed by mail by checking WMS prior to saving the record for a final eligibility determination. For beneficiaries residing in New York City, the Contractor will also check MRT.
  - Track relevant information about callers to aid in enhancing program integrity. For example, note instances in which a caller repeatedly phones the Enrollment Center with different information and appears to be shopping for the answer that will result in eligibility. In these instances enrollees may be asked to provide documentation.
- iii. Process Mail-In Renewal Applications and Obtain Any Necessary Documentation.

The Enrollment Center shall develop and maintain a Mail Center, and, at a minimum, perform the following tasks regarding mail-in renewal:

- Review all applications received by mail without regard to renewal date for completeness, including documentation, prior to processing them. The Contractor may then enter and process the applications according to the date the coverage ends. Volume will be highest in the second half of the month.
- Determine if the enrollee has renewed by phone or through an LDSS prior to processing the application.
- If the enrollee has not yet begun the renewal process, the Contractor must enter the information from the application into the electronic renewal question set. The Contractor must update changes in the household's residency, household composition, citizenship/immigration status, income, expenses and private insurance coverage since the last review. The worker will be able to access the most current available RFI information and prior year eligibility information from WMS or KIDS to validate information on the application. If there is a discrepancy, the Contractor must send a request for clarifying information and/or documentation, using a format approved by the Department. For CHPlus enrollees, the EC must send a similar notice requesting clarification of information. If the discrepancy is not resolved, the EC will take an action that will discontinue the enrollment. That action will trigger a CNS notice for Medicaid and Family Health Plus. In certain instances, the EC will change a

Medicaid enrollee's coverage to FHP, if there is a discrepancy based on RFI. This too will trigger a notice to the enrollee regarding the change.

- After the renewal form review, if the Contractor identifies any outstanding verifying documentation, it shall trigger a request to be sent to the enrollee with information about what is missing and instructions to send the missing documentation/information to the Enrollment Center.
- Enrolling In or Changing Health Plans: The Contractor will follow the same process described under Telephone Renewal.
- When the data entry, required documentation, and preliminary eligibility determinations are complete, the Contractor will submit the renewal for review and final eligibility determination by Department staff. Any items received from the enrollee must be imaged into the case file.

#### ***d. Follow-Up After Completing Telephone or Mail Renewal***

The Contractor must:

- i. If an enrollee has indicated they wish to change plans and is not in lock-in, or is being enrolled in a plan for the first time, the Contractor must enter the plan choice information into WMS. If the enrollee is eligible for CHPlus, the Center must notify the health plan.
- ii. Maintain adequate records that clearly document actions taken with enrollees and should the enrollee request a fair hearing, provide the Department with the information in the case file including any written documentation of conversations with the enrollee. In addition, the Contractor must include copies of all documentation and system notes on contact with the consumer, and proof of mailing to the LDSS as needed for the LDSS to defend the actions in fair hearings. Methods must be in place to maintain records of the action, when an application was taken, and what information was sent. All information must be maintained and released if that enrollee is selected in a State or Federal audit.

#### ***e. Develop and Maintain a System of Renewal Tracking***

The Contractor shall develop a tracking system for renewals including procedures and systems that indicate the date a renewal was received, whether it was by phone or mail, its current status and when it was sent to the Department for the final eligibility determination. This system is critical to ensure that the Enrollment Center follows each renewal through to its final eligibility determination and to provide information to health plans and LDSS', through an electronic bulletin board or other similar means, so that they know who has renewed and to whom they should reach out.

The Department expects greater efficiency to result from the Enrollment Center. We expect that renewals will be handled faster and more consistently across the State. The Contractor shall demonstrate how it proposes to achieve the intended

efficiencies, guard against renewals being processed more than once and provide up-to-date information to health plans and LDSS’.

### ***f. Renewal Processing Standards***

The Enrollment Center must:

- i. Maintain adequate records that clearly document actions taken during the renewal process.
- ii. Process all renewals on a timely basis, before the expiration of the current authorization period.
- iii. Send out request for follow-up documentation within five business days.
- iv. Follow industry quality assurance standards for enrollment processing.
- v. Check accuracy of all renewals. The Enrollment Center must achieve a 97% accuracy rate of all renewals.

### ***g. Special Circumstances***

A number of special circumstances can arise at renewal that will require procedures that differ from a standard renewal. These include:

- i. *New members joined the household.* If the household size changed, but it does not affect who is insured, the Contractor may process a renewal, noting the change in household size and corresponding changes in income and other factors, if applicable. If new household members are seeking coverage, currently a new application is required for the new member. The State will work with the Contractor to enable it to add new members to the case at renewal.
- ii. *A member of the household is deceased or has moved out of the household.* The Contractor should process the renewal without requiring documentation of the reason for the reduction in household size.
- iii. *A member of the household has turned 21 and is still living with his/her parents.* Renew, if the household is still eligible without counting the 21 year old. If the 21 year old is eligible, he/she is opened as a separate case.
- iv. *A household member is pregnant.* If the enrollee renewing coverage or another household member is pregnant, the Contractor can renew the application, but must obtain documentation of pregnancy to count the pregnant women as two in the household size. However, if the enrollees would still be eligible without the increase in household size, they should be renewed without waiting for the documentation of pregnancy.
- v. *The family has moved to another county.* The Contractor shall renew the enrollee according to Departmental procedures.

vi. *The enrollees are changing programs:*

- If a person was enrolled in Medicaid and is now eligible for Family Health Plus, the Contractor shall update the information so that the person is enrolled in Family Health Plus. The Contractor shall also be responsible for assisting the enrollee in selecting and enrolling in a plan (if the enrollee had not been in a plan when enrolled in Medicaid). If the enrollee was in a plan, and wants to remain in that plan, the Contractor will maintain the same plan enrollment.
- If a person was enrolled in Family Health Plus and upon renewal, is determined to be eligible for Medicaid, the Contractor shall submit this information along with the person's plan selection (i.e. the person chooses to remain in the same plan, the Contractor should indicate that in its submission.)
- If a person was enrolled in FHP and, upon renewal, is determined eligible for the premium assistance program, the Contractor shall be responsible for disenrolling the enrollee from FHP, updating information in WMS and eMedNY, and reimbursing the enrollee for cost sharing expenses.
- If a person was enrolled in FHP and upon renewal indicates their employer offers health insurance, the Contractor shall assist with gathering information to determine if the enrollee is eligible to enroll in the employer insurance, the date of eligibility, as well as plan benefit and cost information.
- If a child enrolled in CHPlus is determined eligible for Medicaid at renewal, the Contractor shall enroll the child into Medicaid. If the entire family appears eligible for Medicaid, and they wish to enroll, the family will be required to complete a new application for Medicaid. The Contractor shall take the appropriate action regarding health plan enrollment for the child and/or family.
- If a child enrolled in Medicaid is determined to be eligible for CHPlus at renewal, the Contractor shall process a presumptive CHPlus enrollment and ask several CHPlus-specific questions that were not asked when the child enrolled in Medicaid. If additional documentation is required, the Contractor will adhere to the follow-up instructions above. The Contractor shall take the appropriate action regarding health plan selection and enter the data in KIDS as appropriate.
- If a person was enrolled in Medicaid and is now eligible for the Medicare Savings Program, either with Medicaid or instead of Medicaid, the Contractor shall make the appropriate changes in WMS and eMedNY.
- If a person was enrolled in the Medicare Savings Program only and now appears eligible for Medicaid, the enrollee must complete a new application for Medicaid (if the household had previously applied using the Medicare Savings Program application).

- vii. *Enrollees who want to change health plans at renewal.* If an enrollee wishes to change health plans at renewal, the Contractor will assist them in enrolling in the plan of their choice and shall update the WMS or KIDS system as appropriate.
- viii. *Other Changes.* At a later time, the Contractor will accept changes in circumstances from enrollees at times other than renewal.

#### ***h. Monitoring***

The Contractor shall be responsible for monitoring the effectiveness of the telephone renewal process and the mail-in process. The monitoring activities should include methods to:

- i. Ensure sufficient staffing levels to respond in a timely manner to renewal calls and mail-in renewals, particularly given the uncertainty of volume at the beginning of the program and the reality of peaks in volume toward the end of each month.
- ii. Assure the accuracy and completeness of the information collected at renewal by telephone and by mail. The Contractor shall not be paid for renewals that are ineligible due to an error on the Contractor's part. Eligibility errors must be kept to less than 3 percent of all renewals processed by the Contractor in a month.
- iii. Report cases of apparent fraud to the Department.
- iv. Ensure proper maintenance of systems. The Contractor will ensure that all interfaces, hardware, software and mission-critical equipment continue to function properly and efficiently.
- v. In conjunction with the Department, the Contractor will evaluate the success of telephone and mail-in renewal in terms of retention rates, timeliness, accuracy, and other factors that demonstrate the effectiveness of centralizing the process across all programs. The Contractor shall also identify parts of the process that could be strengthened.
- vi. Comply with all federal and state requirements regarding eligibility determinations, and respond to and comply with all auditing requirements from CMS and state agencies.
- vii. The Contractor shall keep a case file for seven years from the effective date of closure.

### ***i. Reporting Requirements***

The Contractor shall provide quarterly reports on renewals to the Department, in a format prescribed by the Department. The reports will be due by COB on the last day of the month following the end of the quarter being reported on. If that day falls on a weekend or State holiday, the report will be due the next business day. The reports must include:

- i. The number of renewals completed in a single phone call, the number requiring follow-up documents, the number that ultimately renewed, and the number that failed to renew and the reason for not renewing.
- ii. The number of mail-in renewals received, the number requiring follow-up documentation and/or follow-up information, the number that ultimately renewed and the number that failed to renew and the reason for not renewing.
- iii. The results from monitoring a sample of calls from each person authorized to take telephone calls to ensure compliance with the rules of the programs.
- iv. The results from monitoring a sample of the mail-in renewals each person authorized to process a mail-in application to ensure compliance with program rules.
- v. The average length of the interview.
- vi. The peak times for renewals, both by phone (by week, day and time of the day) and mail (by day of the month).
- vii. The number of changes from one program to another by program.
- viii. Additional reports as requested by the Department, including the ability to produce ad hoc reports in a reasonable timeframe.

### ***j. Renewal Outreach***

The Contractor shall conduct outreach to enrollees to increase retention rates. The Department envisions two discrete activities to encourage enrollees to renew; however, the Department is interested in innovative processes to improve renewal that may or may not include these approaches. The Contractor should propose other activities that it has found to be effective through its work in other states. The Contractor must make full use of the system of communication it has developed between itself, the State and LDSS' to coordinate renewals so that the activities described below do not cause duplicate efforts or confusion in the processing of renewals by the State, LDSS, and the Contractor, or cause confusion on the part of enrollees. The two renewal outreach initiatives are:

- i. *Mail Reminders.* The Contractor shall develop a system to identify those enrollees who are close to losing coverage for failure to renew. This will be further defined by the Contractor and subject to approval by the State. The



Contractor shall not reach out to clients who have already submitted an application to an LDSS or a health plan according to WMS, MRT or KIDS. The Contractor shall send reminders by mail, email or other Department approved means to these enrollees reminding them to renew their coverage by the end of the month, providing the toll-free number for the Enrollment Center (and later, the web address) and clearly stating that the coverage will end if they do not renew by telephone.

- ii. *Follow-up with enrollees who had their coverage discontinued for failure to renew.* If an enrollee who has been dropped from coverage at renewal, calls the Enrollment Center within 30 days of disenrollment, the coverage can be reinstated through a telephone renewal interview, providing that all questions are answered and confirmed as necessary. A new application would not be required.

### ***k. Alternative Renewal Process***

The Department is exploring the feasibility of simplifying the current renewal process through the use of third-party databases to automatically renew a portion of enrollees. The goal is that prior to the renewal, the Contractor would check currently available databases, as defined by the Department, and automatically renew those with enough information to effectuate a renewal. Those that cannot be automatically renewed will be sent a renewal package as they are today. They will be given an option to mail it back or renew by phone or through the web. Bidders should offer any suggestions or experience they have in the use of third-party data bases to establish eligibility.

## **3. Premium Assistance Program**

The Enrollment Center shall work with the Department to administer the Medicaid/FHP and CHPlus Premium Assistance Programs (PAP). The Enrollment Center will be responsible for answering questions from applicants and enrollees, obtaining information about employer plans, assessing their cost-effectiveness, verifying continued participation, and authorizing reimbursement, as appropriate for that program. It shall also have the responsibility of renewals for those enrolled in the Premium Assistance Program. These programs and the specific tasks of the Enrollment Center are described below.

### ***a. Background***

Currently, if a Medicaid applicant/enrollee has access to employer-based insurance and there is no cost for that insurance, the enrollee is required to enroll in the employer plan. If there is a cost for the coverage, Medicaid may pay the employee share of the premium if it is determined by the district to be cost-effective. If the policy is cost effective, the enrollee is required to apply for and utilize such benefits. The individual continues to be eligible for Medicaid (usually as a fee-for-service) and Medicaid remains the payor of last resort. If the policy is not cost effective, the enrollee is under no obligation to enroll or maintain enrollment in the employer plan.

In January 2008, Family Health Plus introduced a Premium Assistance Program. This program was designed to operate similarly to Medicaid. Applicants for FHP with access to employer based coverage are required to take this coverage if it is cost-effective compared to enrolling in FHP. The FHP Premium Assistance Program will pay or reimburse the employee share of the premium, and reimburse any deductibles, coinsurance, co-payments and cost-sharing, and provides wrap around services to the employer plan for any FHP benefits not included in the employer plan.

Child Health Plus has legislative authority to establish a premium assistance program. This has not yet been implemented. The CHPlus Premium Assistance Program differs from the Medicaid/FHP Premium Assistance Programs in several respects. CHPlus would pay a fixed amount toward the employee share of family coverage provided by an employer if the cost of the employee share is less than the cost of CHPlus. CHPlus does not provide wrap around coverage. The Enrollment Center would assist the CHPlus program in evaluating the cost-effectiveness of employer coverage compared to CHPlus and verifying the continued eligibility for the Premium Assistance Program.

### ***b. Roll of the Enrollment Center***

The Enrollment Center shall assist with the following functions in support of the Premium Assistance Program:

- i. *Public Education:* The Contractor will assist the State in developing and disseminating public education materials about the Premium Assistance Program.
  - Develop clear, concise, and easy to understand brochures, fact sheets and flyers for consumers promoting the Premium Assistance Program. Materials developed should be similar to what is in use for Medicaid managed care. They should be written at the fourth to sixth grade reading level and, at a minimum produced in English and Spanish. The Contractor may be required to produce materials in additional languages as needed, in the future.
  - Send a mailing to FHP enrollees annually prior to the fall employer health insurance “open enrollment” periods, about the PAP. The mailing will describe the program and include a third party health insurance form to be completed by their employer. The enrollee will be instructed to submit completed forms to the Enrollment Center.
- ii. *Provide Customer Support:* Within the Call Center, the Enrollment Center will answer questions from consumers and provide information and assistance with the Premium Assistance Program. This will include:
  - Providing general information about the programs;
  - Assisting potential enrollees to obtain the information needed to determine cost-effectiveness of their employer plan;

- Aiding premium assistance enrollees in obtaining reimbursement for premiums and other cost-sharing; and
  - Assisting premium assistance enrollees if they have a change in employer coverage.
- iii. *Analyze Cost Effectiveness for the Premium Assistance Program:* The Contractor will be responsible for determining whether a health insurance policy is qualified and cost effective for the Premium Assistance Program. A qualified policy is one defined as such by the State based on the benefits included in the policy. A cost effective policy is one in which the employee premium, cost-sharing, and wrap around benefits are less costly than the cost of FHP without the Premium Assistance Program.

When applying or renewing for Medicaid, FHP, or CHPlus (when implemented) applicants with employer based insurance or access to employer based insurance will be given a form to be completed by their employer, union or insurance carrier. The form will include instructions for the employer, union or insurance carrier or the applicant/enrollee to return the completed form to the Enrollment Center.

The Contractor will assess the policy to determine if it is cost effective. The following information is required to determine cost effectiveness:

- the plan's scope of benefits included in the policy;
- all identifying health plan information including company name, address, phone, billing address, carrier identification number;
- the names of the policy holder and members covered under the policy;
- the member's share of premium, deductible, coinsurance and co-payments: and,
- the policy start and end dates.

The Department will make available to the Contractor, the Health Insurance Premium Payment (HIPP) calculator. The calculator is expected to be available by the end of 2008 and will be an electronic means of determining if it is cost effective to pay health insurance premiums for FHPlus and Medicaid program enrollees. Should the Contractor's responsibility for this program occur before the availability of the HIPP, the Contractor will be given the methodology for calculating cost effectiveness.

Once an applicant is determined eligible to participate in the premium assistance program, the Contractor will (re)authorize and enter payment lines as necessary in the check issuance screens in eMedNY. Payment lines may be entered for the payment of premiums, coinsurance, co-payments and deductibles to the health plan carrier, employer or to the policyholder, as appropriate.

The Contractor will also be responsible for the following tasks:

- Collect, by fax or through mail, paid receipts or other verification of health insurance premiums, coinsurance, deductibles and co-payments for Medicaid and FHP Premium Assistance recipients;
- Verify that the documentation for paid claims are valid;
- Authorize reimbursement for claims; and,
- Process the payment of claims using the Check Issuance subsystem in eMedNY.

As more people are enrolled in the premium assistance program, the Contractor will begin to amass a database of employer coverage in New York. The Contractor shall enter the employer insurance information used to determine whether the plan was qualified and cost effective. Over time, the Contractor may be able to use this information in lieu of requiring a form for every person who has access to employer coverage.

- iv. *Verify Information:* The Enrollment Center will be responsible for verifying continued eligibility for the Premium Assistance Program. Enrollees will be responsible for submitting documentation of premiums paid (e.g., deductions from paychecks for health insurance) and requests for reimbursement for deductibles and cost-sharing (e.g., receipts). The Contractor will develop a tracking system for the documents by enrollee to ensure proper reimbursement and for program integrity. For example, tracking the receipts will ensure that multiple payments aren't made from the same receipt. Once the enrollee payments are verified, the Contractor will create and authorize a payment through eMedNY.
- v. *Renewing Eligibility:* All enrollees receiving premium assistance will renew their eligibility through the Enrollment Center. Enrollees may renew by phone or mail, however, they will be required to verify continued employer coverage and the cost-effectiveness of the policy. The Department expects the volume to range from 5,000 to 25,000 annually.
- vi. *Reporting*

The Enrollment Center will report on:

- The number of people receiving premium assistance by program;
- A breakdown of the characteristics of the enrollees (age, geography, industry of employment, income, gender, race, etc.);
- Average length of time receiving premium assistance;

- The number of enrollees discontinued for failure to verify premium contributions; and,
- Any other reports required by state or federal regulations and statutes.

This list is not inclusive and will be more fully developed with the Contractor subsequent to contract approval.

vii. *Program Standards:* The Enrollment Center shall be responsible for eligibility renewals for all persons participating in the Premium Assistance Program and must meet those eligibility application and renewal standards.. The Enrollment Center must also:

- Achieve a 98% accuracy rate for cost-effective analysis determinations.
- Collect premiums from employers within the required timeframe to be determined with the Department.

#### ***4. Family Health Plus Buy-In Program***

##### ***a. Background***

The FHP buy-in was authorized in Title 11, section 369-ff of the Social Services Law. This statute allows an employer or Taft Hartley fund to elect to offer FHP insurance plans approved under the Family Health Plus program to all employees and family members. The employer or Taft Harley Fund is required to pay the Commissioner or the Commissioner’s designee at least 70% of the premium or fixed dollar amount as determined by the Commissioner, for each enrolled employee. For qualified employers or Taft Hartley Fund, the State also has the option to pay the employee share of the premium.

##### ***b. Serving as the Health Plan Coordinator for FHP Buy-In***

The Department is authorized to issue an RFP to select an organization to serve as the Health Plan Coordinator for the FHP Buy-in. For further coordination and simplification, the Department is including these responsibilities in this RFP.

The HPC would function as the fiscal intermediary between the State and employers. The HPC would be responsible for the transferring applicable employer premium contributions, for government program-eligible employees (subsidized), to the State. The State reserves the right to include non-subsidized employees as well. The State would pay the plan the full FHP/MA capitation premium amount directly.

The HPC would be required to:

- Answer general employer questions about the program;
- Educate health plans and employers;

- Develop systems that will integrate with the State systems and employers in order to adequately monitor and transfer premium funding;
- Based upon information provided by the State, calculate and collect the employer premium contribution based upon enrollment;
- Ensure that all fees owed to the State by employers are collected on an ongoing and timely basis;
- Monitor and review employer enrollment in the Buy-In;
- Monitor employee enrollment and make adjustments according to employee enrollment in the government programs;
- Coordinate and train employers, as to how the Contractor will function as the fiscal intermediary; and
- Should an employer cease to remit the employer share of the premium, the Contractor will “disenroll” the employer from the Buy-In program. All of the enrollees would be disenrolled from the employer’s Family Health Plus product. Subsidy-eligible employees would be transferred/enrolled in the Family Health Plus program directly.

***c. Additional Roles of the Enrollment Center***

The Enrollment Center will assist with the following functions in support of the Family Health Plus Buy-In Program:

Public Education

The Contractor will assist the State in developing and disseminating public education materials about the FHP Buy-In Program.

- Develop clear, concise, and easy to understand brochures, fact sheets and flyers for consumers promoting the FHP Buy-In program. Materials developed should be similar to what is in use for Medicaid managed care. They should be written at the fourth grade reading level and, at a minimum, produced in English and Spanish. The Contractor may be required to produce materials in additional languages as needed, in the future.

Provide Customer Support

Within Call Center, the Enrollment Center will answer questions from employers and consumers and provide information and assistance with the FHP Buy-In Program. This will include:

- Providing general information about the programs;

- Working with potential employers interested in the Program to obtain the necessary information; and
- Assisting employees if they have a change in employer coverage.

#### Verify Information

The Enrollment Center will be responsible for verifying continued eligibility for the FHP Buy-In Program. Enrollees (employers) will be responsible for submitting documentation of wages paid and any other information needed by the Department to determine eligibility. The Contractor will develop a tracking system for each employer and employee.

#### Renewing Eligibility

All enrollees receiving FHP through the Buy-In Program will renew their eligibility through the Enrollment Center. Enrollees may renew by phone or mail. The Department expects this Program to be phased in with a starting volume to range from 20,000 to 50,000 annually.

#### Reporting

The Enrollment Center shall report on:

- The number of employers participating in the Buy-In Program
- The number of people at each employer and their wages, age, geography, industry of employment, income, gender, race, etc.);
- Average length of time employers are participating in the Buy-In;
- The number of employers discontinued for failure to pay premium contributions
- The number of employees affected, sorted according to whether they are subsidized or not.
- The number of employees that transferred to the traditional FHP program.
- Any other reports required by state or federal regulations and statutes.

This list is not inclusive and will be more fully developed subsequent to contract approval.

#### Family Health Plus Buy-In Program Standards

The Enrollment Center will be responsible for all applications and renewals for persons participating in the Buy-In program and must meet all program standards for eligibility determinations. In addition, the Enrollment Center must:

- Ensure the timely and smooth transition of funds between participating employers and the Department.
- Ensure the smooth transfer of persons on to FHP when an employer ceases to contribute the premium.

## **5. Managing a Web-Based Renewal System**

Experience from other states has shown that providing a web-based renewal option coupled with outreach for renewal has further increased retention rates in public programs. The Department shall develop a web-based application for renewal that will be available statewide. The Enrollment Center will process the web-based renewal. This will provide enrollees with an additional renewal option. The web-based renewal option will be available for the same populations identified for the telephone and mail-in renewal options: those enrollees permitted to self-attest their income and residency. Other populations may be added over time. Enrollees who chose the telephone option will not be required to complete a written renewal application.

### ***a. Access to Department Resources***

The Contractor will have the same access, as described in the telephone renewal section, to information systems and other technology on par with Local Departments of Social Services for Medicaid and FHP and health plans for CHPlus. This includes:

- i. Welfare Management System (WMS) and its subsystems, Medicaid Automated Budgeting and Eligibility Logic (MABEL), Client Notice System (CNS), and Resource File Integration (RFI);
- ii. Electronic Eligibility Decision Support System (EEDSS);
- iii. Knowledge and Information Data System (KIDS);
- iv. eMedNY;
- v. Centraport; and
- vi. Mobius Reports.

### ***b. Enrollment Center Web Renewal Process and Obtaining Necessary Documentation***

The web-based renewal option builds on the process, systems, and materials developed for telephone renewal. Renewal notices shall be amended to include the web-based renewal option. The Department will adapt the intelligent question set developed for telephone renewal for use by the consumer on the web. Screening results will provide the web-applicant a preliminary eligibility determination along with a list of required documentation, if any. The web renewals and the documents



will be reviewed and forwarded to the State for the final eligibility determination. Finally, the process will update WMS and KIDS.

Following are the specific steps in this process:

- i. Enrollees will authenticate themselves to the web-based system using their Client Identification Number (Medicaid/FHP) or Enrollee Identification Number and health plan (CHPlus) and other identifying information.
- ii. The enrollee will be asked if he/she has tried to renew by mail or telephone or through the LDSS. The system will check WMS and KIDS to ensure that the person has not already renewed by mail or telephone.
- iii. The web-based system will allow the applicant to suspend the session and resume the session at a later time.
- iv. The web-based interview will parallel the content of the telephone interview, but it will be formatted to present one question at a time, with simple navigation, designed to minimize redundant data entry. Responses to most questions will be populated with the eligibility information currently in WMS. The enrollee can simply 'OK' information that has not changed and update information that has changed. This may not be true for certain fields such as income, though the prior year income information will be used to prompt further questions and/or alerts when the information entered varies significantly from the prior year.
- v. The system will ask the appropriate follow-up questions based on the same logic employed for the telephone interview.
- vi. During the web session, applicants will indicate if they wish to change plans. Those that wish to change plans and are not currently in lock-in with a plan will be able to select another plan by contacting the Enrollment Broker or LDSS, as appropriate, for assistance in selecting another plan.
- vii. Using the logic developed for the telephone interview, if the system identifies issues that require documentation, it will inform the applicant of the required items. The Contractor shall have a method for obtaining these documents from the enrollee and connecting them to the application.
- viii. The web-based application will contain all of the information on the current Access New York application including rights and responsibilities. The applicant will acknowledge that information by 'submitting' the application.
- ix. The system will generate a reminder to be developed by the Contractor and approved by the State, within two days of submission of the web-based application, reminding the enrollee that they have ten business days from the date of the submission to submit any outstanding documentation.
- x. The Enrollment Center staff will verify the eligibility data against the RFI information or an alternative to RFI obtained by the Contractor. If the

Contractor finds a discrepancy that affects the eligibility of the enrollee, the Contractor shall require the enrollee to submit documentation to resolve the discrepancy. The Contractor shall follow-up by email, phone or mail to obtain the required documentation.

- xi. The Department is working to bring the results of RFI into the renewal process earlier. If the RFI information can be imbedded into the web renewal process, the electronic process can prompt the renewing enrollee for more information if there are inconsistencies between the data entered during the renewal process and the RFI information.
- xii. Upon receipt of any required documentation, the Enrollment Center staff will image the documents, review the application, and if complete, submit it to the State for review and final eligibility determination. If additional follow-up is necessary, the Contractor will do so.
- xiii. Using the logic employed in the telephone interview, the web-based system will make a preliminary assessment of their eligibility.
- xiv. The system will inform the enrollees that their application will be passed on to State eligibility staff for a final review and decision.

***c. Follow-up***

- i. After the application is submitted, the web-based system will create a mailing that informs the applicant of any outstanding information or documentation, along with a date (ten days from the date of the notice) to submit any outstanding documentation and any other information needed to complete the renewal, including where to send it. A postage-paid envelope addressed to the Enrollment Center must be included.
- ii. The Contractor must inform the enrollee's health plan that they have been recertified and will remain in the plan, if the enrollee is eligible and has indicated that plan as their choice. If the enrollee asks to change managed care plans at renewal, the Contractor will enter the change, if appropriate, and coordinate with the enrollment broker, LDSS, or health plan in the county for the program for which the enrollee is eligible.
- iii. The Contractor must maintain the same records and documentation relating to each renewal as described under telephone renewal. The Contractor must maintain adequate records that clearly document actions taken with enrollees and, should the enrollee request a fair hearing, provide that documentation including copies of all correspondence, forms, and system notes on contact with the consumer, and proof of mailing to the LDSS as needed for the LDSS to defend the actions in fair hearings.

#### ***d. Web-based Renewal Processing Standards***

The center must:

- i. Process web-based renewals within in a timely fashion and before the expiration of the current authorization period;
- ii. Send out confirmations of the web-based renewal and/or request for follow-up documentation within two business days;
- iii. Follow routine quality assurance standards for enrollment processing; and,
- iv. Check accuracy of all renewals. The Enrollment Center must achieve a 97% accuracy rate of all web-based renewals.

#### ***e. Special Circumstances***

The special circumstances described in section g. of the telephone renewal section will also arise in web-based renewal. The Contractor shall follow the procedures described in that section for web-based renewals.

#### ***f. Monitoring***

The Contractor shall be responsible for monitoring the effectiveness of the web-based renewal process. The monitoring activities should include methods to:

- i. Report cases of apparent fraud to the Department.
- ii. Ensure proper maintenance of systems. The Contractor will ensure that all interfaces, hardware, software and mission-critical equipment continue to function properly and efficiently.
- iii. In conjunction with the Department, the Contractor will evaluate the success of web-based renewal in terms of retention rates, timeliness of, accuracy, and other factors that demonstrate the effectiveness of centralizing the process across all programs. The Contractor shall also identify parts of the process that could be strengthened.
- iv. Comply with all federal and state requirements regarding eligibility determinations and respond to and comply with all auditing requirements from CMS and state agencies.

#### ***g. Reporting Requirements***

The Contractor shall provide quarterly reports on web-based renewals. The reports shall be received by the Department by COB of the last day of the month after the end of the reporting period. If that day falls on a weekend, the report will be due the next business day. The reports should include:

- i. The volume of web renewals by program;
- ii. The number of renewals begun on the web including ones completed in one session, the number that required follow-up documents, the number that ultimately renewed and the number that failed to renew and the reason for not renewing;
- iii. The peak days of the week and month for web renewals; and,
- iv. The number of changes from one program to another, by program through the web renewal process.

## **6. Augmenting Marketing and Outreach Materials Developed by the Department of Health**

The Department develops and produces program brochures, fliers, applications, and notices and will make materials available for the Enrollment Center. The Contractor must maintain program information materials and applications in adequate numbers to accommodate requests from prospective enrollees.

The Contractor will also supplement these materials. This will include updating health insurance applications and preparing fliers for use in marketing and outreach. The Contractor may be asked to prepare materials for enrollment events. The Contractor will also assist the State in simplifying the application for public health insurance, including ensuring it is at the appropriate literacy level.

The Contractor will be responsible for storing address and contact information of applicants and sending materials regarding any and all aspects of enrollment in the State's public health insurance programs. Materials include but are not limited to those regarding information requests, applications and handbooks, and other requests for information.

The Department must approve all written outreach and education materials to ensure that information is comprehensive, understandable, and accurate. The Contractor must submit all materials to the Department for approval a minimum of 30 days prior to their scheduled use.

The Contractor must be mindful of established health literacy concepts when developing written materials, including producing them at the fourth to sixth grade reading level and in multiple languages that meet the diverse needs of New York's population. At a minimum, materials must be produced in English, Spanish, Cantonese, Mandarin, Arabic, and Russian. Other languages may be required for targeted enrollment events. The Contractor shall have in house, or through subcontract arrangements, the capacity to translate the materials. Translations must be done in a timely and accurate manner. All materials must convey the proper meaning and content of the written materials, rather than merely provide a literal translation of the English original. The Department may require some written materials to be maintained in audiotape format for the low-literacy and vision-impaired population.

The Contractor shall not be paid for the production of education, outreach, enrollment, and/or media materials that are produced with material inaccuracies, including those resulting from typographical errors, or that do not incorporate all agreed-upon changes, nor for the re-printing of materials that are found to be in error, except when such materials or information were provided by the Department or the LDSS.

The Contractor will develop all materials requested by the Department by the agreed upon date.

## **7. Processing New Applications and Other Renewals**

The Contractor must demonstrate the ability to build and operate a statewide enrollment processing capacity for new applications and other renewals. This will start small (e.g., applications/renewals for specific populations or programs) and, if successful, can be expanded over time. The Enrollment Center will develop the capacity to accept and process new applications and renewals for other populations directly from individuals and families or their authorized representatives, and enter the information in WMS, MBL, eMedNY, EEDSS, and KIDS for Medicaid, Family Health Plus and Child Health Plus.

The populations and/or programs that would benefit from centralized processing by the Enrollment Center could include, but are not limited to:

- a. Buy-In for the Working Disabled. The Medicaid Buy-In program offers Medicaid coverage to people under age 65 with disabilities who are working, and earning more than the allowable limits for regular Medicaid, the opportunity to retain their health care coverage through Medicaid. This program allows working people with disabilities to earn more income without the risk of losing vital health care coverage. Currently enrollment in the program is approximately 5,870 as of July 2008.
- b. Family Health Plus Buy-in Applications for Subsidized Coverage/Premium Assistance. Some employees with employers participating in the FHP Buy-in program will be eligible for public health insurance, either as fully subsidized or for the Premium Assistance Program. These applications may be taken by employers or other application assisters. To reduce the confusion of interacting with multiple local districts, the Enrollment Center may serve as the central processing entity for all these applications.
- c. Facilitated Enrollment Applications. Facilitated enrollers assist prospective enrollees in completing applications for public health insurance. They are authorized by the State to conduct the face to face interview and to submit applications to the Local Departments of Social Services, the New York City Human Resources Administration (HRA) and health plans participating in CHPlus. Many facilitated enrollers submit applications to multiple local entities, each with different procedures for accepting and processing applications. This often leads to errors and delays in processing applications. To improve the uniformity and quality of the application process, the Enrollment Center could serve as the central

processing entity for facilitated enroller applications. This could begin with a few facilitated enroller organizations and eventually be broadened to all of them, if resources permit.

- d. **Incarcerated Individuals Prior to Release.** Many incarcerated individuals have serious health problems that require that they continue to receive treatment after they are released from prison. While many of these individuals are eligible for Medicaid/FHP, they fail to begin/complete the application process, thereby remaining uninsured. Some organizations are attempting to pilot the feasibility of beginning the application process prior to release, with the goal of enabling these incarcerated individuals to obtain health insurance as close to the day of release as possible. Since the applications taken at one prison may involve many local Departments of Social Services, it would be more efficient to rely on the Enrollment Center to process these applications.
- e. **Medicare Savings Program Applications.** This program can assist eligible individuals/couples pay for Medicare premiums, and in some cases, coinsurance and deductibles. Applications for this program may be accepted by mail as there is no face-to-face requirement. The Enrollment Center address may be printed on this application/renewal to redirect the responsibility of determining and renewing MSP eligibility from the local districts to the Enrollment Center.
- f. **AIDS Health Insurance Program (AHIP).** This program pays health insurance premiums for certain persons with HIV/AIDS who lost their jobs or can only work part-time. Eligibility is based on net income that does not exceed 185% of the Federal poverty Level. There is no resource test.
- g. **COBRA Continuation Coverage.** Individuals may be eligible for Medicaid payment of the COBRA health insurance premium if their income does not exceed 100% of the Federal Poverty Level.

The Contractor may be asked to undertake the populations and programs referenced above in subsequent years. Regardless of which of the above are selected, the tasks involved in processing new applications remains the same, with some technical differences for variant eligibility rules.

Specifically, the Enrollment Center shall be responsible for taking and processing new applications in addition to other renewal applications for those populations or counties deemed by the State to be the responsibility of the Enrollment Center. This shall include, but is not limited to:

- a. **Accepting applications from designated entities.** The Enrollment Center will accept the applications, log them in, and perform a quality assurance review on the applications. This quality assurance review will ensure that all required sections of the application are complete, the documents are attached, and any other relevant information is included. This review for completeness shall occur within two business days of the receipt of the application. If the application is not complete, the Enrollment Center will assume responsibility for working with the applicant to complete the application and obtain the additional material. The Contractor shall

send written notice within two business days of the review, to inform the applicant of the reasons why the application is incomplete. As of day 2, the Contractor must make three attempts to contact the applicant via telephone, email, fax or any other communication methods to notify the applicant of missing information. Contact must be made at several different times of day, including Saturday.

- b. Processing the applications. The Enrollment Center shall enter all the information on the application directly into an electronic application through an interface designed for this purpose. It shall ensure that the applicant is not already enrolled or has an application pending and perform the RFI check in the same manner as for renewals. The Enrollment Center shall also run Medicaid/FHP applications through MABEL to determine the appropriate eligibility level and whether there is a spenddown. If the applicant needs to submit documents, the Contractor shall send the application and establish a process for attaching the documents to the application when received.
- c. Submitting the application for State review and final eligibility determination. Once the eligibility is processed, the Client Notice System (CNS) will send the appropriate notices to the applicant. The EC will notify the CHPlus plan in which the child has renewed; the plan will then send the appropriate notice, if any.
- d. Submitting the applicant's health plan selection to the appropriate LDSS/enrollment broker in the county in which the applicant resides. The EC will enroll a child directly into the selected CHPlus plan.
- e. Submitting suspected cases of fraud to the State. The Contractor shall analyze reported or suspected fraudulent cases and refer them to the State.

The Contractor is responsible for accurate potential eligibility determinations based on the complete application prior to forwarding it to the State for the final eligibility determination. The Contractor shall be required to report quarterly on this project, with details to be developed.

- f. Pilot-testing new initiatives. These initiatives may include testing eligibility simplifications or other initiatives in a limited way prior to statewide implementation. A pilot project will have reporting requirements and include an evaluation component to inform the decision about statewide implementation. Examples of pilot projects, include, but are not limited to:
  - i. Administrative renewal as a replacement for self-attestation. Third party databases could be checked prior to renewal packages being mailed and those that are still eligible will be automatically renewed. Those that aren't found in databases or who do not appear eligible would be mailed a package and asked to provide documentation.
  - ii. The impact of the elimination of the face to face interview.
  - iii. Telephone applications.

- iv. COBRA Continuation Coverage applications.

## **8. Internal Quality Assurance, Monitoring and Reporting**

The Contractor shall have a written internal quality assurance (QA) plan for monitoring and improving each program component including the Call Center, the renewal and application processes, and other functions for which the Department contracts. The Contractor shall work with the Department on determining the specific nature and extent of all periodic and ad hoc monitoring.

The QA plan must define how the Contractor will ensure that all services are delivered effectively and efficiently. The QA plan also should define the procedures and standards by which the Contractor will maintain and evaluate its performance.

The QA plan must be submitted to the Department for each contracted project, for prior approval, and, at a minimum, must include QA standards regarding:

- a. The accuracy of information provided by the staff.
- b. The accuracy of eligibility reviews of each staff assigned to each project.
- c. The accuracy of each staff's determination of cost effectiveness for the Premium Assistance and Family Health Plus Buy-In Programs.
- d. The development and accuracy of new and revised written materials with time built in for an adequate review by the Contractor and the State of materials that have been developed.
- e. A plan to ensure prepared documents incorporate all agreed-upon changes and do not include the use of outdated materials, old versions of letters or other materials that have been revised. The State will not reimburse the Contractor for the printing of materials that are produced with material inaccuracies, including those resulting from typographical errors, or that do not incorporate all agreed-upon changes, nor for the re-printing of materials that are found to be in error, except when such materials or information were provided by the Department.
- f. Any other project the Contractor undertakes for the State as part of its Enrollment Center responsibilities.
  - Description of the QA procedures (monitoring, documenting and evaluating) for each project.
  - Frequency of QA activities.
  - Identification of departments or individuals responsible for QA activities.
  - Examples of evaluation tools, including the development and utilization of a quality assurance instrument to measure consumers' satisfaction.



## **VI. PROPOSAL REQUIREMENTS**

### **A. General Submission Requirements**

A technical and a cost proposal must be submitted in response to this RFP. Instructions related to preparing and submitting the proposals follow. Proposals submitted in response to this RFP are due at the time and day specified in Section VIII. D. of the RFP. All margins should be a minimum of one inch and font type should be 12 point or larger. Proposals will not be accepted by fax or e-mail. Proposals may be delivered in person, by mail, or private carrier to the procurement officer specified in Section VIII.

### **B. Technical Proposal**

Proposals must meet the requirements described in Section V. Technical proposals must be in a sealed separate package from the Cost Proposals. However, both should then be packaged together for mailing or other submission. The outside of the package containing the Technical Proposal should be clearly marked: “Enrollment Center RFP: Technical Proposal”.

Technical proposals must be organized into the following sections:

Transmittal Letter

- Section 1: Executive Summary
- Section 2: Corporate Background, Experience and Capacity
- Section 3: Staff Qualifications
- Section 4: Proposed Approach
- Section 5: Internal Quality Assurance, Monitoring and Reporting

#### **1. Transmittal Letter**

The Transmittal Letter must be signed in ink by an official of the bidding organization. The signatory must be authorized to bind the organization to the provisions of the RFP and Proposal.

The Transmittal Letter must include the following:

- Disclosure of any relationships and/or ownership interest that may represent a conflict of interest for the contractor and/or any subcontractors. Include but do not limit disclosure to relationships, including contracts, with subcontractors or a statement that no such relationship or interest exists. In cases where such a relationship does exist, describe how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.

- A declaration of the ability, willingness and assurance of readiness to provide the services defined in the RFP, and agreement to the proposed contract language as defined in the RFP and all its appendices.
- A statement that the proposal shall remain open for a period of 270 days from the proposal due date.
- A statement of Affirmative Action that the bidder does not discriminate in its employment practices with regard to race, creed, color, national origin, religion, age, sex, disability or marital status, in accordance with 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.
- Statement that bidder will comply with regulations implementing the Drug-Free Workplace Act of 1988.
- A statement agreeing to meet the criteria for the Federal Health Insurance Portability and Accountability Act (HIPAA) as found in the Business Associate agreement in this RFP appendix included in Appendix H.
- Indication of the person who will serve as primary contact for the Department and that person's address, email address, telephone, and fax numbers.

## **2. Section 1: Executive Summary**

The Executive Summary should provide an overview of the proposing organization, with the bidder's key strengths highlighted. It must not include any information concerning the cost of the proposal.

### **Directions for the sections that follow:**

In each of the following sections, the bidder must describe its relevant experience by providing the information requested for each item listed below. The objective of this portion of the proposal is to demonstrate the bidder's experience, the expertise of its personnel who will render the requested services, the bidder's ability to logically plan and complete the many requirements, and the bidder's ability to successfully produce the required deliverables. Bidders proposing to procure the services of subcontractors should also demonstrate the experience and expertise of each entity, and describe how work will be coordinated and managed by the bidder. Proposals should be in sufficient detail for the State to make a determination of the bidder's qualifications and evaluate that the proposed approach will meet the requirements of the RFP. A lack of detail in responses will not be evaluated favorably, such as proposals that merely offer to conduct the work required under this RFP in accordance with the scope of work. Where the questions request a description of the bidders' experience, bidders should provide detail as to how the experience cited could or will be applied to the requirements in this RFP.

Responses to technical proposal questions below must be preceded by repetition of the request and must be in the same sequence listed below. Any attachment(s) submitted in response to the request must be marked clearly with the request number to which it refers.

### **3. Section 2: Corporate Background, Experience and Capacity**

- a. The bidder must provide suitable evidence that the bidding entity has sufficient organizational experience to provide the services requested by submitting relevant information on past projects. Bidders are required to have experience in operating a statewide Enrollment Center with the capacity to assess potential eligibility for Medicaid and/or SCHIP. Project descriptions must include the client name, contact person and phone number, duration of the project, a description of the scope of services provided and a description of project components that are similar to the services defined in this RFP. Bidders must describe how their relevant experience with Medicaid and the State Children's Health Insurance Program is applicable to the program described in Section V. The bidder must provide a listing and description of all projects taking place within the past five years that involved one or more of the project's major components.
- b. The bidder must provide a listing and description of all corporate projects taking place within the past eight years that involved activities with the State of New York, the City of New York, or with any New York County. The bidder must include information pertaining to any subcontractors.
- c. The bidder must identify all subcontractors that it intends to use in fulfilling the requirements of this project and relevant experience of each. The role of subcontractor(s) must be clearly defined and relevant experience must be described. The bidder must submit a letter from each planned major subcontractor stating their commitment to participate in the project described in this RFP, and their understanding of what their responsibilities will be in relation to this project.
- d. Proposals must include at least five business references that demonstrate the bidder's experience in the past five years in the areas for which services are being offered. Each reference must include the name, address and phone number of the client organization and of the responsible project manager at the client organization. These references must all be relevant to projects undertaken in the last five years. Each reference must include a brief description of the services performed by the bidder. Each reference must also satisfy the Lobbying Statute as stated in Section VIII.L.
- e. Describe the bidder's experience that demonstrates the ability to establish, maintain and provide the proposed tasks and functions (including data systems) on the scale necessary to support this project, as described in Section V.
- f. The bidder must include the staff turnover rate by level of staff for the past two years.

#### **4. Section 3: Staff Qualifications**

The bidder must:

- a. Submit information demonstrating organizational corporate and staff qualifications to provide services as defined by this RFP. This must include a narrative description and organizational charts, including proposed staffing levels with titles by each project component.

For each of the projects in Section V:

- b. Describe the bidder's proposed staffing arrangement by project component, including supervisor to staff ratios. The bidder must submit resumes of all key staff members and include job descriptions and qualifications for each staff position. Key staff members are identified as those positions mentioned in the RFP and any other person in a chief managerial and/or procedural decision-making position. Describe the proposed staff's knowledge of New York's Medicaid, Family Health Plus and Child Health Plus programs.
- c. Include a statement by the bidder to fully meet all requirements and maintain the staffing necessary to perform the tasks described.
- d. Provide the proposed training strategy to train new staff, and maintain continuing education, or refresher training, for existing staff. Training is critically important, given the complexity of the programs.
- e. Describe how a policy and procedure manual will be maintained, what staff shall maintain the manual, how the manual will be made available to staff, and how changes to the manual will be made available to staff.
- f. Describe the bidder's availability to meet with the Department on an as needed basis.
- g. Describe how staffing levels can be flexible to change based on the size of the applicant/beneficiary population or the expansion or contraction of the enrollment program based on program changes initiated by the Department. Discuss by project how staff will be trained to ensure excellent customer service, including refresher training and training on new program changes.
- h. Describe how you will retain staff and avoid turnover.
- i. Submit information that demonstrates the bidder's ability to dedicate the necessary resources required to provide the requested services.

#### **5. Section 4: Proposed Approach**

In all sections below, the bidder must address the program components included in Section V and VI as appropriate. The bidder must respond to the specifications in those sections.

Explain the bidder's general approach to manage and/or plan for the major work tasks. Include a proposed detailed workplan (including start-up) and timeline showing major milestones that will be reached to ensure complete operation of the required functions. Describe bidder's recruitment plan for ensuring ideal staffing levels.

Describe bidder's proposed computer and data system, including hardware and software used for each type of major function. Describe the approach to fulfilling the requirements described in Section V, within the timeframes stated.

### ***a. Call Center***

- i. Describe the bidder's experience in managing a Call Center.
- ii. Describe how the Call Center would operate in accordance with the criteria in Section V. Describe the workflow of all Call Center calls, requests, and complaints and how they will be tracked and reported to all relevant parties.
- iii. Describe the proposed hours and how off hour calls will be tracked to determine if the Call Center should expand its hours.
- iv. Describe the integrated voice response (IVR) system. Describe how it would operate including the routing system for information requests.
- v. Describe the proposed staff's capabilities in answering inquiries regarding health insurance programs. Describe the application assistance, including screening for potential eligibility, and information the Call Center will provide. Describe how the language requirements will be met.
- vi. Describe how the bidder will meet performance standards for the Call Center described in Section V.
- vii. Describe the bidder's complaint system in accordance with the specifications in Section V. Describe the method by which complaints will be transmitted to the Department. Describe the bidder's system for tracking complaints and its ability to identify additional calls received from the same person.
- viii. Describe how the bidder would receive calls from other toll-free numbers, how it will arrange to have TTD or TDY capacity.
- ix. Describe the Call Center's recording capabilities to capture information such as consent language and complaints.
- x. Describe the process to ensure that requested material is mailed within two business days as described in Section V.

### ***b. Telephone and Mail-In Renewal***

Detailed descriptions must be provided in response to the requests in this section. It is important that the bidder describe its understanding of the program in its responses.

- i. Describe the approach to fulfilling the requirements for telephone and mail-in renewal processing described in Section V within the required timeframes, including procedures for:
  - processing a telephone renewal, including how the bidder will conduct the interview and how the bidder will utilize the secure electronic renewal system to determine eligibility at renewal;
  - processing a mail-in renewal;
  - confirming information provided; and
  - following-up on outstanding issues and documentation, including the procedures for receiving, tracking and matching documentation sent by email, fax, or mail with the application.
- ii. In accordance with Section V, describe the bidder's method of pending actions and processing enrollment applications.
- iii. Describe the bidder's proposed approach to working with other enrollment entities including facilitated enrollers, LDSS' and health plans.
- iv. Describe the bidder's proposed approach for preventing duplicate renewals and for providing feedback to other entities on the status of renewals. Describe the bidder's procedures to ensure coordination between the Enrollment Center and health plans/facilitated enrollers/LDSS.
- v. Describe how the bidder will follow-up with enrollees in Medicaid, Family Health Plus and Child Health Plus who did not respond to their renewal notice and how they will coordinate that follow-up with the appropriate health plan/facilitated enroller/LDSS.
- vi. Describe the process for ensuring program integrity. How does the bidder plan to ensure that potential enrollees do not exploit the telephone renewal system by "shopping around" to develop answers to questions that will result in an inappropriate renewal? How will the bidder ensure that a person using the telephone renewal system is the actual enrollee or is authorized to represent the enrollee (e.g. is the enrollee's parent)?
- vii. Describe how the bidder will meet the processing standards, monitoring and reporting requirements.
- viii. Describe the bidder's experience using third party data bases to verify eligibility information.
- ix. Describe the bidder's experience and familiarity with the HIPAA transaction sets and meeting the HIPAA Guidelines provided in Appendix H.
- x. Describe how the bidder will maintain complete and thorough records of renewals and supporting information, and provide such information to an LDSS should an applicant request a fair hearing or to the Department if audited.

- xi. Describe the bidder's procedures for transitioning enrollees between programs as appropriate at renewal.
- xii. Describe how the bidder will ensure that all interfaces, hardware, software and mission-critical equipment continues to function properly and efficiently and how it will access systems as required by the Department. Include all systems specifications.
- xiii. Describe bidder's experience and capabilities to meet all data exchange and reporting requirements, including a full description of the systems development and maintenance necessary to fulfill the system requirements described in this RFP and specifically in Section V. In addition the response must explicitly describe the system abilities to meet the flexibility, timeliness and quality needs of the Department described in Section V.
- xiv. Describe the division and key person(s) who would be responsible for data management and reporting.
- xv. Describe bidder's system security and confidentiality policies, and explain how these will be implemented. Include a discussion of physical security elements, software security elements, staff training in confidentiality protocols, and consumer representation protocols.

***c. Premium Assistance Program***

- i. Describe the approach the bidder will take to meet the requirements for operating the premium assistance program as described in Section V.
- ii. Describe experience in administering public/private health insurance programs.
- iii. Describe how the bidder will inform the public about the existing programs.
- iv. Describe the information on this programs that the bidder will provide through the Call Center.
- v. Describe the bidder's experience with analyzing cost-effectiveness of purchasing employer-based insurance rather than enrolling employees in public health insurance programs.
- vi. Describe the approach for collecting documentation of premiums paid, and authorizing payments.
- vii. Describe the bidder's approach for tracking information on New York State employers that are participating in the Premium Assistance program as described in Section V.
- viii. Describe the bidder's process to ensure federal and state required reports, including those referenced in Section V, are completed and submitted on a timely basis.

- ix. Describe how the bidder will follow up with enrollees who have been given the form to be completed by their employer, but not submitted it yet.
- x. Describe how the bidder will follow up with employers who have not returned the form.

***d. FHP Buy-In Program***

- i. Describe the approach the bidder will take to provide the services of health plan coordinator for the FHPlus Buy-In.
- ii. Describe the bidder's experience working with health plans and employers to identify benefits and covered dependents, and acting as a fiscal intermediary with a state or employers.
- iii. Describe the bidder's approach for tracking information on New York State employers that are participating in the FHP Buy-In program.

***e. Web Based Renewals***

- i. For each of the requests under the Telephone Renewal Section, the bidder should provide information on web-based renewal only if the response is different from the responses for telephone renewal. If the response is the same as under Telephone Renewal, the bidder should state so; if different, details must be provided. In addition, the bidder should provide the additional information in response to the two bullets below in this section.
- ii. Describe the bidder's previous experience working with web-based applications and processes.
- iii. Describe the bidder's process for tracking and imaging documentation and other information received from an enrollee after the web-based interview.

***f. Augmenting Marketing and Outreach Materials Developed by DOH***

- i. Describe the plan for the inventory, maintenance, and development of written materials in addition to those developed and disseminated by the Department. Describe how the bidder will manage the development and production of a potentially large number and variety of printed materials. Provide the bidders' experience that demonstrates the ability to meet the requirements for written materials described in Section V. Include samples of materials developed for other contracts.
- ii. Describe the bidder's mailing standards and operations.
- iii. Explain how the bidder will manage the translation of revised and new written materials and audio format, described in Section V. Provide samples of actual materials you have developed with other accounts.



- iv. Describe how the bidder will meet the material development and dissemination standards in Section V.
- v. Describe the bidder's experience with marketing and outreach and how such experience can be applied to this project.

***g. Processing New Applications and Other Renewals***

- i. Describe the approach the bidder will take to expand the statewide Enrollment Center to include new applications and other renewals.
- ii. Describe the process by which the bidder will centralize processing for public health insurance program applications and renewals.
- iii. Describe the procedures for processing applications from designated entities as described in Section V.
- iv. Describe the process for collecting documentation from facilitated enrollers and LDSS' and directly from applicants.
- v. Describe the bidder's experience with pilot projects, evaluation of the projects, and reporting process determinations.
- vi. Describe the training processes to educate staff on new applications and other renewal programs.
- vii. Describe how the bidder will maintain flexibility and ability to add or change project components as per the Department.

**6. Section 5: Internal Quality Assurance, Monitoring and Reporting**

- a. Describe the process by which the bidder will report cases of apparent fraud to Department.
- b. Attest that the bidder will comply with all federal and state requirements regarding preliminary eligibility determinations and respond to and comply with all auditing requirements from CMS and state agencies.
- c. Describe the bidder's quality assurance program, including a discussion of all areas described in Section V.
- d. Provide a description of the types of staff and number who will be involved in the quality assurance program.
- e. Describe how the bidder will ensure the accuracy of preliminary determinations. The bidder cannot exceed an error rate of 3% for incorrect preliminary eligibility determinations.

- f. Describe the quality assurance program to assure acceptable functioning of the tracking processes.
- g. Describe how the bidder will ensure timely notification to the Department of any operational issues detected during the course of routine business.
- h. Describe bidder's maintenance of records that clearly document actions by enrollee and the processes for providing documentation to the local district so that the district may defend the actions in a State Fair Hearing as described in Section V.
- i. Describe how the bidder will maintain flexible reporting capability and ability to respond to ad-hoc reporting requests, as well as changes in the standard reporting requirements.
- j. Describe the bidder's availability for regular meetings and/or conference calls with Department staff on all aspects of this contract, and meet with other Department contractors as requested by the Department, or as deemed necessary by the Contractor to ensure a coordinated flow of information. The bidder must, at the Department's request, meet with other interested parties or groups such as, but not limited to, advocates, the legislature, other State agencies, health plans and provider groups. If requested, the bidder must prepare presentation materials or reports for the meetings. The Contractor must obtain approval from the Department prior to meeting with such groups. All contacts with media organizations regarding work under this RFP must be approved by the Department in advance. The Contractor shall not make public statements related to any aspect of the program without the approval of the Department.
- k. Describe how the bidder will maintain a policy and procedures manual approved by the Department, and instruct appropriate staff in its content.
- l. Attest that the bidder will meet all requirements, and maintain the staffing necessary to perform the tasks described in the scope of work and any subsequent contract task expansions and that it understands that, if successful, its performance will be measured on a monthly basis on the standards contained in this RFP and other measures, if necessary, as determined by the Department.
- m. Describe the monthly information/reporting the bidder will provide to the Department on all activities in Section V.

## **C. Cost Proposal**

### **1. Overview**

Cost Proposals must be in a sealed separate package from the Technical Proposals. However, both should then be packaged together for mailing or other submission. The outside of the package containing the Cost Proposal should be clearly marked: "Enrollment Center RFP : Cost Proposal".

Cost Proposals shall be submitted in the following format:

Transmittal Letter

Section 1: Bid Form (Attachment A)

Section 2: Cost Worksheets (Attachment J)

Section 3: Evidence of Financial Capacity/Stability

Each of these items is described below.

## **2. Transmittal Letter**

The transmittal letter must be signed in ink by an official of the bidding organization. The signatory must be authorized to bind the organization to the provisions of the RFP and Proposal.

The Transmittal Letter must include the following provisions:

- Contractor's offer shall remain open for a period of 270 days from the proposal due date.
- Bidder is ready, willing and able to provide the services at the prices contained in its Cost Proposal.
- Bidder prepared its Cost Proposal without collusion or other communication with any other prospective bidder.

## **3. Section 1: Bid Form**

Attachment A contains the Bid Form that must be submitted in response to this RFP.

## **4. Section 2: Cost Worksheet**

The bidder must present a per unit price for each of the program areas noted below, for years one and two, using the cost worksheet found in Attachment J. The Department will pay the selected Contractor for the exact volume of activity in a month, at the specific per unit price for that volume. Please note that the year one per unit costs for each project should include the start-up costs for that project. Below is a chart that is an estimate of the time it will take each project before it is operational.

- Statewide Call Center
- Telephone and Mail-In Renewal System
- Premium Assistance Program
- Family Health Plus Buy-In Program
- Web-based Renewal System

- Augment DOH Materials
- Processing New Applications and Other Renewals

The Cost Worksheets include the first two years of each project of the contract. Please note that until the proposals are reviewed, the bidder should assume that the Call Center, telephone and mail-in renewal assistance, and the premium assistance program will be implemented in the first year of the contract. Depending on the progress of these projects, subsequent projects will be added in later years. The pricing for contract years 3 through 5, and any subsequent contract renewals, will be subject to annual price increases of the lesser of four percent (4%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington D.C. 20212 for the twelve (12) month period ending ninety (90) days prior to each contract renewal date. The increases will be based upon the per unit price for months 13 through 24 for each category of service as established in the bidder's cost proposal and resultant contract

Please see below for estimated start-up periods

<b>Project</b>	<b>Length of Start Up Period</b>
Call Center	3 months
Renewals (Telephone/Mail-In)	6 months
Premium Assistance Program	3 months
Family Health Plus Buy-In Program	3 months
Web-Based Renewal	3 months
Development of Materials	1 month
New Applications and Other Renewals	1 month

Please note that the Department will not accept contingent bids. Bidders must not add a “bidder’s assumption” section to their proposal or state that their price is contingent upon certain events or actions.

***a. Statewide Call Center***

Bidders shall propose a per unit price to provide all activities described in Section V for Call Center operations through the 12<sup>th</sup> month, and a separate price for months 13 through 24 of this contract. The proposed price shall at a minimum include staffing, mailings, equipment, and telephone lines, necessary to provide these services at the levels noted below. Start-up costs should also be included in the year one per unit cost. If Call Center hours are expanded, based on tracked call volume, the Contractor will be paid on the per unit price for the volume of calls received. It is expected that the contractor will provide a volume discount as call volume

increases. The unit is defined as a call that is answered by a live person or an answered phone call back in return to a message left at the Call Center. The price will be scored using an average of the three tiers weighted based on expected, but not guaranteed volume. Current call volume is about 70,000 per month across all the hotlines.

<u>Number of Calls Answered per Month</u>	<u>Per Unit Bid Price</u>
Up to 60,000 calls a month	\$ __ per call
From 60,001 to 100,000 calls a month	\$ __ per call
Over 100,000 calls a month	\$ __ per call

***b. Telephone and Mail-In Renewals***

The bidder should propose a per unit price for all telephone and mail-in renewal activities described in Section V for months 1 through 12 and a separate second price for months 13 through 24. It should include, at a minimum, staffing, mailings, equipment, phone lines and other costs associated with processing and tracking renewal applications, conducting the renewal interview, verifying the application and follow-up as described in Section V. The start-up costs should also be included in the year one per unit bid price. It is expected that the contractor will provide a volume discount as renewal volume increases and as the volume of renewals by telephone increases. The unit defined as a renewal is when the Enrollment Center begins to enter information into the electronic renewal tool in response to a phone call, mail-in or web-based renewal. The price will be scored using an average of the three tiers below, weighted based on expected, but not guaranteed, volume. Currently local districts and process 70,000 to 100,000 renewals per month

<b>Renewals Processed per Month</b>	<b>Per Unit Bid Price</b>
Up to 50,000 renewals a month	\$ ___ per renewal
From 50,001 to 100,000 renewals a month	\$ ___ per renewal
Over 100,000 renewals a month	\$ ___ per renewal

***c. Administer the Premium Assistance Program***

The bidder shall propose a per unit price for months 1 through 12 and for months 13 through 24 to provide the Premium Assistance Program services including staffing, mailings, assessing cost-effectiveness, verifying continued enrollment, authorizing reimbursement, processing applications to completion and others as described in this RFP. It is expected that the contractor will provide a volume discount as the volume of applicants for the Premium Assistance Program increases. The year one per unit bid price should also include any start-up costs associated with the Premium

Assistance Program. The unit is defined as the evaluation of an enrollee’s employer based health insurance and the determination of whether a person is eligible to participate in a Premium Assistance Program. The price will be scored using an average of the three tiers weighted based on expected volume. We expect, but do not guarantee, an initial volume of 500 applications per month.

<b>Applications Processed per Month</b>	<b>Per Unit Bid Price</b>
Up to 500 applications a month	\$ ___ per application processed
From 501 to 2,500 applications a month	\$ ___ per application processed
Over 2,500 applications a month	\$ ___ per application processed

***d. Administer the FHP Buy-In Program***

The bidder shall propose two per unit prices for each of the periods month 1 through 12 and 13 through 24 for this effort. The first price is for processing applications for the subsidized people applying for the Family Health Plus Buy-In program. The price should be based on staffing, mailings, assessing cost-effectiveness, verifying continued enrollment, authorizing reimbursement, processing applications to completion and others as described in this RFP. The year one price should include start-up costs. It is expected that the contractor will provide a volume discount as applicants for the Buy-In Program increase. The unit is defined as an enrollee who applies to participate in the FHP Buy-in Program either thru their employer or individually. The price will be scored using an average of the three tiers weighted based on expected volume. We expect, but do not guarantee, an initial volume of 5,000 applicants per month.

<b>Applications Processed per Month</b>	<b>Per Unit Bid Price</b>
Up to 5,000 applications a month	\$ ___ per application processed
From 5,001 to 15,000 applications a month	\$ ___ per application processed
Over 15,001 applications a month	\$ ___ per application processed

The second price is the bidder’s proposed per unit price for serving as a fiscal intermediary between employers and the Department. Again, it is expected that the contractor will provide a volume discount as enrollment in the program grows. A unit is defined as each transaction of funds for the FHP-Buy-In between the employer and the Department. The price will be scored using an average of the three tiers weighted based on expected volume. We expect, but do not guarantee, volume to be about 5000 monthly.

<b>Fiscal Intermediary</b>	<b>Per Unit Bid Price</b>
Up to 5,000 transactions per month	\$ ___ per transaction processed
From 5,001 to 15,000 transaction per month	\$ ___ per transaction processed
Over 15,000 transactions per month	\$ ___ per transaction processed

***e. Web-Based Renewal***

While web-based renewal may not be implemented in years one and two, the bidder shall propose a price for year one and year two to provide web-based renewal processing services including all activities described in Section V. The bidder should propose the per unit bid price, which shall, at a minimum, include the costs associated with start-up, staffing and processing the web-based renewal applications, follow-up activities, verification and reporting as described in Section V. It is expected that the contractor will provide a volume discount as web-based renewals increase. The price will be scored using an average of the three tiers weighted based on expected volume, which we expect, but do not guarantee, to be about 10,000 a month. If the project does not begin until after year two, the year two proposed price will be inflated at the lesser of 4% or the CPI-U, as reported above. The unit is defined as one renewal application submitted to the Enrollment Center for processing.

<b>Renewals Processed per Month</b>	<b>Per Unit Bid Price</b>
Up to 10,000 renewals a month	\$ ___ per renewal processed
From 10,001 to 50,000 renewals a month	\$ ___ per renewal processed
Over 50,000 renewals a month	\$ ___ per renewal processed

***f. Augment the Development of Materials by the Department***

The bidder should propose a price for the services described in Section V, including the revision of existing material and the development of new materials. Prior to the commencement of such work, the Department must approve any such work by the Contractor.

<b>Materials to be Developed/Updated</b>	<b>Per Unit Bid Price</b>
Access New York Application:  Updates made one time per year.	\$ _____ per revision per year

Development of Fliers/Brochures/Other Media	\$ _____ per page
Per Page Price:	

***g. New Applications and Other Renewals***

While the Enrollment Center may not be processing new applications in year one, the bidder shall propose a price to enhance the eligibility functions of the Enrollment Center to include new applications and renewals for additional populations, as per Section V. The bidder shall propose the per unit price, to include processing the new enrollment applications and other renewals, to completion as described in Section V. It is expected that the contractor will provide a volume discount as new applications and other renewals processed by the Enrollment Center increases. The price will be scored using an average of the three tiers weighted based on expected volume, which we expect, but do not guarantee, to be about 10,000 a month. If the project does not begin until after year two, the year two proposed price will be inflated at the lesser of 4% or the CPI-U, as reported above. To determine payment once the project begins, the year two price will be inflated at the lesser of 4% or the CPI-U, as reported above. The unit defined as an application or renewal is when the Enrollment Center begins to enter information into the electronic renewal tool in response to a phone call, mail in or web-based application or renewal.

<b>Applications/Other Renewals Processed per Month</b>	<b>Per Unit Bid Price</b>
Up to 10,000 applications a month	\$ ___ per application processed
From 10,001 to 50,000 applications a month	\$ ___ per application processed
Over 50,000 applications a month	\$ ___ per application processed

**5. Section 3: Evidence of Financial Capacity/Stability**

Bidders must be able to provide evidence of their financial ability to perform the terms and conditions of the contract. Each bidder must include independently audited financial statements (not annual reports) for the last three years of operations. If a bidder is not required to have audits performed, a statement to that effect must be included with the cost proposal. If a bidder is not required to have independent audits performed, other evidence of financial ability to perform this project must be included. In that case, Dunn and Bradstreet Business Information Reports, or its equivalent, for the last three years should be submitted. If audited financial statements are prepared, they must be included, even if proprietary in nature. If they are proprietary, please so indicate with your bid. In addition, information as described above must be submitted for major subcontractors. If the bidder proposes to subcontract any portion of the work



required under the contract and the subcontractor will be paid more than \$100,000, the bidder must include the same financial information for each proposed subcontractor as is required in this section for the bidder.

## **VII. METHOD OF AWARD**

### **A. Evaluation**

The Department will establish separate technical and cost evaluation committees and conduct a comprehensive and impartial evaluation of all proposals submitted. The evaluation committee will be comprised of members of the Department qualified to evaluate the components of this procurement. Only State personnel will serve on the evaluation committee. However, the Department may designate other individuals to serve as staff to the committee and to provide assistance in its evaluation process. The New York State Department of Health staff will make the final decision.

At the discretion of the Department of Health, all bids may be rejected. The technical and financial proposals will be evaluated separately. The results of the technical and financial evaluations will be weighted and combined for purposes of awarding contracts. The weighting will be as follows: 75% of the total points allowed for the technical proposal, and 25% of the total points allowed for the cost proposal.

The specific evaluation process will occur in four-steps

- Minimum Qualifications Evaluation
- Comprehensive Technical Evaluation
- Cost Proposal Evaluation
- Final Selection and Contract Award

#### **1. Minimum Qualifications Evaluation (Pass/Fail)**

During the first step, the Department will evaluate each proposal to determine if it includes all of the required information as set forth in the RFP. This process includes checking for all the required submissions as follows:

- Bidder's commitment to locate each activity, except the call center, in NYC or within 25 miles of the Capital District.
- Separate cost and technical proposals
- Bid form
- Required Past Experience

Proposals found to be incomplete or non-responsive will be disqualified. Only those proposals meeting the minimum requirements will qualify for the comprehensive technical evaluation process. In conducting the preliminary evaluation, the Department reserves the right to waive minor irregularities at its discretion.

## **2. Comprehensive Technical Evaluation**

For proposals passing the minimum qualifications evaluation, the Department will conduct a comprehensive technical evaluation of such proposals. The Department will examine whether all critical elements described in the RFP have been addressed, the quality of each approach proposed, the capabilities of the bidder, and any other aspect determined relevant by the Department.

The bidder with the strongest technical proposal will receive the maximum score of 150 points. Other bidders will receive a proportionate score according to the following formula:  $t = (a/b) \times 150$  where  $a$  = technical score for proposal being scored,  $b$  = technical score of the highest scoring proposal, and  $t$  = normalized technical proposal score for bidders being scored and 150 is the total technical points available.

## **3. Cost Proposal Evaluation**

The Department will evaluate cost proposals for all bidders that meet the minimum technical evaluation threshold. Cost proposals must include the costs of the developing and implementing the call center, developing and implementing the telephone and mail-in renewal process, administering the Premium Assistance Program, administering the Family Health Plus Buy-in Program, managing the web-based renewal system, and processing new application and other renewals. The evaluation team for the cost proposal evaluation will be comprised of different individuals than the technical proposal evaluation team.

The bidder with the lowest cost for all of the defined categories of service will receive the maximum points (50) under "Proposed Cost". Other bidders will receive a proportional score using the following formula:  $r = (n/z) \times 50$  where  $n$  = lowest total cost,  $z$  = total cost for bidder being scored,  $r$  = normalized cost score for bidder being scored and 50 = total cost points of a qualified bidder.

## **4. Final Selection and Contract Award**

At the conclusion of the evaluation of the technical and price proposals, and oral presentation and/or site visit, if necessary, the Department will identify the bidder that best meets the Department's needs as reflected in the scoring/evaluation.

## **5. Notification of Award**

After evaluation and selection of the vendor, all bidders will be notified in writing of the selection or non selection of their proposals. The name of the successful bidder may be disclosed. Press releases pertaining to this project shall not be made without prior written approval by the State and then only in conjunction with the issuing office.

## VIII. ADMINISTRATIVE ISSUES

### A. Issuing Agency

This Request for Proposal (RFP) is a solicitation issued by the NYS Department of Health. The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

### B. Letter of Interest

A Letter of Interest indicating the prospective bidder's interest in submitting a proposal is requested to be received in the Department no later than 5:00 p.m. on November 17, 2008 (see cover page of RFP). Submission of the Letter of Interest is not a condition or prerequisite for submission of a proposal by a prospective bidder.

### C. Inquiries

1. All substantive questions must be submitted in writing to the address below or by email to: [enrollmentrfp@health.state.ny.us](mailto:enrollmentrfp@health.state.ny.us)

Linda Stackman  
Deputy Director  
Division of Coverage and Enrollment  
Office of Health Insurance Programs  
NYS Department of Health  
Empire State Plaza  
Corning Tower, Room 1619  
Albany, New York 12237-0004

To the degree possible, each inquiry should cite the RFP section and paragraph to which it refers. Written questions will be accepted until the date posted on the cover of this RFP.

2. Questions of an administrative nature can be submitted to Eduardo Santana at (518) 473-7541 or at [eas08@health.state.ny.us](mailto:eas08@health.state.ny.us). Questions concerning how to prepare your application (e.g., formatting) are of an administrative nature as opposed to questions regarding the substance of the application.

Prospective bidders should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application.

3. This RFP has been posted on the Department of Health's public website at: <http://www.health.state.ny.us/funding/>. Questions and answers, as well as any updates and/or modifications, will also be posted on the Department of

Health's website. All such updates will be posted by the date identified on the cover sheet of this RFP.

#### **D. Bidder's Conference and Responses**

A non-mandatory bidder's conference will be held on December 8, 2008 in Albany New York, at 11:00 AM. Interested bidders are encouraged to contact Eduardo Santana at 518-473-7541 or at [eas08@health.state.ny.us](mailto:eas08@health.state.ny.us) to register for this conference (see cover page of RFP). The responses to questions received will be posted on the Department's public website, <http://www.health.state.ny.us/funding> no later than January 15, 2009. The Department reserves the right to answer questions on the website in stages, and earlier, if necessary.

#### **E. Submission of Proposals**

Interested vendors should submit one original and six signed copies (no electronic submissions) of their Proposal. The copies must be received by the Department of Health not later than 5:00 PM on February 17, 2009. The Technical and Cost Proposals should be packaged separately and then mailed as one. Responses to this solicitation should be clearly marked Enrollment Center Request for Proposal Submission and directed to:

Linda Stackman  
Deputy Director  
Division of Coverage and Enrollment  
Office of Health Insurance Programs  
NYS Department of Health  
Empire State Plaza  
Corning Tower, Room 1619  
Albany, New York 12237-0004

It is the bidders' responsibility to ensure that bids are delivered to Room 1619 prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to Room 1619 will not be considered.

1. The Bid Form found in Attachment A of this RFP must be filled out in its entirety and included in the Cost Proposal. In addition, the Vendor Responsibility Attestation found in Attachment I of this RFP must also be completed, and included in the technical proposal. Subcontractors must also complete the Vendor Responsibility Attestation if the subcontract will equal or exceed \$100,000 over the life of the contract.
2. The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
3. All evidence and documentation requested under Section VII, Proposal Requirements must be provided at the time the proposal is submitted.

## **F. Reserved Rights**

The Department reserves the right to:

1. Reject any or all proposals received in response to this RFP.
2. Waive or modify minor irregularities in proposals received after prior notification to the bidder.
3. Adjust or correct cost or cost figures with the concurrence of bidder if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
4. Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State.
5. Eliminate mandatory requirements unmet by all offerers.
6. If the Department of Health is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Department of Health may begin contract negotiations with the next most qualified vendor(s) in order to serve and realize the best interests of the State.

## **G. Letter of Credit**

### **1. Standby Letter of Credit Commitment Letter for Proposal**

As part of its Proposal, the Bidder shall submit an executed Standby Letter of Credit (SLOC) Commitment Letter, in the form set forth in Attachment L, from a financial institution (“Issuer”) licensed to transact business in the State of New York. The SLOC Commitment letter must include the proposed form for the irrevocable Standby Letter of Credit as an attachment, in accordance with the requirements of section 2, below. The proposed form for the SLOC shall be subject to the approval of DOH.

### **2. Submission of Standby Letter of Credit upon Contract Approval**

- a. Without additional cost to the Department, and as a material condition of the Contract:

The Contractor must furnish and maintain in full force and effect, for the duration of the contract term (including any extensions) plus 180 days thereafter, an irrevocable Standby Letter of Credit (SLOC) for the benefit of DOH in the amount of one million (\$1,000,000) US Dollars. The SLOC shall be issued by a financial institution licensed to transact business in the State of New York. The Issuer shall be subject to the approval of DOH. The form for the SLOC shall be subject to the approval of DOH. The Contractor

must provide the initial SLOC to DOH within ten (10) business days of notice from DOH of contract approval. Failure to provide the initial SLOC to DOH within ten (10) business days of such notice will constitute grounds for termination for cause. The SLOC must contain provisions that satisfy the following requirements:

i. No Contingent Obligations

The obligations of the Issuer under the SLOC shall in no way be contingent upon reimbursement by Contractor.

ii. Required Notices

Issuer is required to provide DOH with written notice of: i) any failure of the Contractor to replenish the SLOC to the full aggregate amount, (ii) any failure of the Issuer to renew the SLOC; or (iii) any failure by the Contractor to abide by its SLOC agreement with the Issuer. Such written notice shall be provided so that it is received by DOH within 5 business days of each such event. DOH shall be entitled to draw the balance of the SLOC within 1 business day of receipt of such notice.

- b. DOH reserves the right to access the SLOC for any liability, loss, damage, or expense as a result of the Contractor's failure to perform fully and completely all requirements of the Contract. Such requirements include, but are not limited to, the Contractor's obligation to pay liquidated damages, indemnify DOH under circumstances described in the Contract and the Contractor's obligation to perform the services required by the Contract throughout the entire term of the Contract.

## **H. Incurred Costs**

The State of New York is not liable for any cost incurred by prospective bidders prior to the approval of an executed contract by the Comptroller of the State of New York. Additionally, no cost will be incurred by the State for any activity by the selected Contractor prior to the contract award.

## **I. Disclosure of Proposal Contents**

To the extent permitted by law, a bidder's proposal will not be disclosed, except for purposes of evaluation, prior to approval by the Comptroller of the resulting contract. All material submitted becomes the property of the Department and may be returned at the Department's discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing bidder, designated by the Department. If a bidder believes that any information in its proposal constitutes a trade secret and wishes such information not to be disclosed if requested by a member of the public pursuant to the State Freedom Of Information Law, Article 6, of the Public Officers Law, the bidder shall submit with its proposal a letter specifically identifying by page number, line or other appropriate designation

that information which is a trade secret and explaining in detail why such information is a trade secret. Failure by a bidder to submit such a letter with its offer identifying trade secrets shall constitute a waiver by the bidder of any rights it may have under Section 89, Subdivision 5. of the Public Officers Law relating to protection of trade secrets. Bidders may not restrict their entire proposal from the Freedom of Information Law process.

## **J. Payment**

The Contractor shall submit invoices to the State's designated payment office:

NYS Department of Health  
Division of Coverage and Enrollment  
Empire State Plaza  
Corning Tower Building, Room 1656  
Albany, NY 12237-0004

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. The Contractor must furnish the Department with sufficient evidence, vouchers, bills and receipts as required by the Department as proof of proprietary expenditure of each initial payment.

Contract payments to the Contractor will be paid based on monthly invoices to the Department in accordance with the contractor's compliance with the technical specifications (scope of work) outlined in Section V. of this RFP.

Invoices shall be submitted by the last day of the month following the month for which the invoice is covering. The Contractor will submit one voucher with prices separated by program. Payment requests shall be supported by adequate documentation to support the payment and shall contain sufficient detail such that the Department can identify and evaluate the appropriateness of the charges. The Department may request copies of vendor invoices and any other related source documents.

The Contractor shall reduce the monthly claim for each core performance category (Call Center, renewal, etc.) by ten percent (the "retainage"). This reduction shall be reflected in the total of each monthly invoice. The Contractor may bill the Department for the retainage if the performance standards are met. In order to receive payment for the retained amount in any core performance category, all performance standards for that category must be met. The Department will consider each responsibility of the Enrollment Center independently. If the performance standards for a category are met for the month of measurement, the retainage amount for that category will be paid to the Contractor in the next monthly payment. If performance standards are not met for the month of measurement, the retainage for that month shall only be returned to the Contractor if the standards are met in the following month. The retainage shall not be paid if the standards are not met in the following month.

Payment for renewals will be based on the per unit bid amount, depending upon volume of unduplicated renewals processed. Unduplicated enrollments are those enrollment transactions that the Contractor correctly handles. A duplicated enrollment would be an enrollment that was mishandled by the Contractor, and therefore must be processed again. The Contractor will not be paid more than once when errors or mistakes, which are within the Contractor's control, cause a transaction to fail or otherwise remain incomplete. Paper and electronic transactions, including transfers are eligible for payment.

The Contractor shall not be paid for the production of education, outreach, enrollment, and/or media materials that are produced with material inaccuracies, including those resulting from typographical errors, or that do not incorporate all agreed-upon changes, nor for the re-printing of materials that are found to be in error, except when such materials or information were provided by the Department.

## **K. Contract Term**

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

It is anticipated that the Department will award a contract for a five year period starting on May 1, 2009. The first three to six months of most activities in the contract will allow for start-up activities; the length of the start-up will depend on the project. During the first three months, the current hotlines will continue to provide services. The Enrollment Center will start its Call Center's operation at the beginning of the fourth month of the contract.

The Department reserves the right to extend the contract for a two year period for a total of seven years. The duration of the contract is subject to availability of funds. The prices for the extension for the two years shall include an inflationary increase each year of four (4) percent above the prior year price.

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

## **L. Transition Plan**

The proposals must include an attestation that the contractor will comply with the State's transition plan prior to the beginning of this contract and upon termination of this contract. The State will require the contractor to work with the State to transition any ongoing hotline and other responsibilities as necessary to maintain services to the public.



## **M. Debriefing**

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

## **N. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the Vendor Responsibility website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment I).

## **O. State Consultant Services Reporting**

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State.

The winning bidders for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

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

Both of these forms are included as attachments G & H to this document.

## **P. Lobbying Statute**

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

- i. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain

- industrial development agencies and local benefit corporations;
- ii. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
  - iii. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
  - iv. authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
  - v. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
  - vi. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
  - vii. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal-State Agreements, and procurement contracts;
  - viii. modifies the governance of the New York State Commission on Public Integrity;
  - ix. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
  - x. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
  - xi. establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as “new State Finance Law.”

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Commission on Public

Integrity regarding procurement lobbying, the Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (see Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Commission on Public Integrity.

**Q. Accessibility of State Agency Web-Based Intranet and Internet Information and Applications**

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with NYS Office for Technology Policy P04-002, “Accessibility of New York State Web-based Intranet and Internet Information and Applications”, and NYS Mandatory Technology Standard S04-001, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to NYS Mandatory Technology Standard S04-00, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

**R. Information Security Breach and Notification Act**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual’s unencrypted personal information plus one or more of the following: social security number, driver’s license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual’s financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>.

## **S. New York State Tax Law Section 5-a**

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

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

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD attached hereto. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

## **T. Piggybacking**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.state.ny.us/procurecounc/pgbguidelines.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

## **IX. Appendices**

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

1. APPENDIX A - Standard Clauses for All New York State Contracts
2. APPENDIX B - Request for Proposal
3. APPENDIX C – Proposal

The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.

4. APPENDIX D - General Specifications
5. APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
  - Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
    - **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
    - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
    - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
  - Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
    - **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
    - **DB-120.1** – Certificate of Disability Benefits Insurance; OR
    - **DB-155** – Certificate of Disability Benefits Self-Insurance.
6. APPENDIX H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

**X. Attachments**

- A. Bid Form;
- B. No Bid Form;
- C. Appendix A – Standard Clauses for All New York State Contracts;
- D. Appendix D – General Specifications;
- E. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD;
- F. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA;
- G. State Consultant Services Form A, Contractors Planned Employment Form Contract Start Date Thru End of Contract Term;
- H. State Consultant Services Form B, Contractor’s Annual Employment Report;
- I. Vendor Responsibility Attestation;
- J. Cost Worksheets;
- K. Health Insurance Portability and Accountability Act (HIPAA), if applicable; and
- L. Standby Letter of Credit Commitment Form.

# Attachment A

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)

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

No

Yes

2b. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

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.

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

**With Bid**

**Upon Award**

1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.

2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)

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)

# Attachment B

**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 C

**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. 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 -- 7<sup>th</sup> 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 D

**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**

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.

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

## **3. Warranty Statement**

Year 2000 warranty compliance shall be defined in accordance with the 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. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15<sup>th</sup> 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, 11<sup>th</sup> 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.

**CC. Provisions Related to New York State Information Security Breach and Notification Act**

- 1. CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.



# Attachment E



# Contractor Certification

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

# ST-220-TD

(5/07)

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 or state agency	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.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

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](http://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.

### Need help?



**Internet access:** [www.nystax.gov](http://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.

**Complete Sections 1, 2, and 3 below. Make only one entry in each section.**

**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)



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. \_\_\_\_\_

# Attachment F



# Contractor Certification to Covered Agency

# ST-220-CA

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

(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	
Contractor's principal place of business				Contract number or description	
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			
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.



# Attachment G

**OSC Use Only:**  
 Reporting Code:  
 Category Code:  
 Date Contract Approved:

**FORM A**

**State Consultant Services - Contractor's Planned Employment  
 From Contract Start Date Through The End Of The Contract Term**

State Agency Name: \_\_\_\_\_ Agency Code: \_\_\_\_\_  
 Contractor Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_  
 Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page			
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared:

(Use additional pages, if necessary)

# Attachment H

OSC Use Only:

Reporting Code:

Category Code:

**State Consultant Services**  
**Contractor's Annual Employment Report**  
**Report Period: April 1,            to March 31,**

Contracting State Agency Name: \_\_\_\_\_ Agency Code: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Contract Term:   /   /            to   /   /  
 Contractor Name: \_\_\_\_\_  
 Contractor Address: \_\_\_\_\_  
 Description of Services Being Provided: \_\_\_\_\_

**Scope of Contract (Choose 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 Worked	Amount Payable Under the Contract
<b>Total this page</b>	<b>0</b>	<b>0</b>	<b>\$ 0.00</b>
<b>Grand Total</b>			

Name of person who prepared this report: \_\_\_\_\_  
 Preparer's Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Date Prepared:   /   /

# Attachment I

## Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section VII, Administrative Issues, I hereby certify:

Choose one:

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

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date Signed: \_\_\_\_\_

# Attachment J

## Statewide Call Center

<u>Number of Calls Answered per Month</u>	<u>Per Unit Bid Price: Year 1</u>	<u>Per Unit Bid Price: Year 2</u>
Up to 60,000 calls a month	\$ _____ per call	\$ _____ per call
From 60,001 to 100,000 calls a month	\$ _____ per call	\$ _____ per call
Over 100,000 calls a month	\$ _____ per call	\$ _____ per call



## Telephone and Mail-In Renewals

Renewals Processed per Month	Per Unit Bid Price: Year 1	Per Unit Bid Price: Year 2
Up to 50,000 renewals a month	\$ _____ per renewal	\$ _____ per renewal
From 50,001 to 100,000 renewals a month	\$ _____ per renewal	\$ _____ per renewal
Over 100,000 renewals a month	\$ _____ per renewal	\$ _____ per renewal

## Premium Assistance Program

<u>Applications Processed per Month</u>	<u>Per Unit Bid Price: Year 1</u>	<u>Per Unit Bid Price: Year 2</u>
Up to 500 applications a month	\$ ___ per application	\$ ___ per application
From 501 to 2,500 applications a month	\$ ___ per application	\$ ___ per application
Over 2,500 applications a month	\$ ___ per application	\$ ___ per application

## Family Health Plus Buy-In Program

Applications Processed per Month	Per Unit Bid Price: Year 1	Per Unit Bid Price: Year 2
Up to 5,000 applications a month	\$ ___ per application	\$ ___ per application
From 5,001 to 15,000 applications a month	\$ ___ per application	\$ ___ per application
Over 15,000 applications a month	\$ ___ per application	\$ ___ per application

Fiscal Intermediary	Per Unit Bid Price: Year 1	Per Unit Bid Price: Year 2
Up to 5,000 transactions a month	\$ ___ per transaction	\$ ___ per transaction
From 5,001 to 15,000 transactions a month	\$ ___ per transaction	\$ ___ per transaction
Over 15,000 transactions a month	\$ ___ per transaction	\$ ___ per transaction

## Web-Based Renewal Processing

<u>Renewals Processed per Month</u>	<u>Per Unit Bid Price: Year 1</u>	<u>Per Unit Bid Price: Year 2</u>
Up to 10,000 renewals a month	\$ _____ per renewal	\$ _____ per renewal
From 10,001 to 50,000 renewals a month	\$ _____ per renewal	\$ _____ per renewal
Over 50,000 renewals a month	\$ _____ per renewal	\$ _____ per renewal

## Development of Program Materials

<u>Materials to be Developed/Updated</u>	<u>Per Unit Bid Price</u>
Access New York Application:	
Updates made one time per year.	\$ _____ per revision per year
Development of Fliers/Brochures/Other Media	
Price Per Page:	\$ _____ per page

## New Applications & Other Renewals

<u>Applications Processed per Month</u>	<u>Per Unit Bid Price:</u>
Up to 10,000 applications a month	\$ ____ per application
From 10,001 to 50,000 applications a month	\$ ____ per application
Over 50,000 applications a month	\$ ____ per application

# Attachment K

## Appendix H

### Federal Health Insurance Portability and Accountability Act ("HIPAA") Business Associate Agreement ("Agreement") Governing Privacy and Security

#### I. Definitions:

- (a) Business Associate shall mean the CONTRACTOR.
- (b) Covered Program shall mean the STATE.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including those at 45 CFR Parts 160 and 164.

#### II. Obligations and Activities of the Business Associate:

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from,



or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### **III. Permitted Uses and Disclosures by Business Associate**

#### **(a) General Use and Disclosure Provisions**

**Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.**

**(b) Specific Use and Disclosure Provisions:**

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.**
- (2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.**
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR §164.502(j)(1).**

**IV. Obligations of Covered Program**

**Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions**

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.**
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.**
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction**

may affect the Business Associate's use or disclosure of Protected Health Information.

**V. Permissible Requests by Covered Program**

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

**VI. Term and Termination**

- (a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) *Effect of Termination.*
  - (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
  - (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the

**Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.**

## **VII. Violations**

- (a) It is further agreed that any violation of this agreement 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 damages.**
- (b) The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.**

### *Miscellaneous*

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.**
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.**
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.**
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.**
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.**
- (f) *HIV/AIDS.* If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.**

# Attachment L

ATTACHMENT L: STANDBY LETTER OF CREDIT COMMITMENT LETTER

If the Bidder intends to submit a proposal to this RFP, the Bidder is required to submit an executed Commitment Letter, in the form set forth below, from a financial institution which is licensed to transact business in the State of New York State, on the financial institution's letterhead. The executed commitment letter shall be included as part of the Bidder's Proposal and shall include the named Financial Institution's proposed form for the irrevocable Standby Letter of Credit.

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Date

State of New York  
Department of Health  
Division of Coverage and Enrollment  
Office of Health Insurance Programs  
Room 1619  
Albany, NY 12237

Dear Sirs:

RE: Enrollment Center RFP  
RFP No. 0808040239  
Irrevocable Standby Letter of Credit Commitment Letter

[Name of Financial Institution] is licensed to transact business in the State of New York.

Please accept this communication as a letter of commitment to issue an irrevocable Standby Letter of Credit (SLOC) in the amount of one million dollars (\$1,000,000) in the event [Bidder] is awarded a contract in connection with the above-referenced RFP for the Enrollment Center. Pursuant to Section VIII G. of the above-referenced RFP, attached is the proposed SLOC. [Name of Financial Institution] and [Bidder] understand and acknowledge that in the event [Bidder] is awarded a contract in connection with the above referenced RFP, the proposed SLOC is subject to review and approval by the Department of Health prior to issuance.

The subject SLOC will be in full force and effect from the initial contract period through the term of the Contract and all extensions thereof, plus one hundred and eighty (180) days thereafter.

Sincerely,

[Name and Title]

Attachment: Proposed form of Financial Institution's irrevocable Standby Letter of Credit