NEW YORK STATE

DEPARTMENT OF HEALTH

DIVISION OF LONG TERM CARE RESOURCES, OFFICE OF LONG TERM CARE

A Request for Proposal to deliver a Uniform Assessment Tool, hereby referred to as:

UAT

RFP Number:

1005130955

Schedule of Key Events

RFP Issued	Friday, August 27, 2010
Written Questions Due	Friday, September 24, 2010
Written Response to Questions	Friday, October 8, 2010
Bid Submission Deadline	Wednesday, November 3, 2010 3pm
Vendor Selection (*Estimated*)	Wednesday, December 22, 2010
Anticipated Contract Start Date (*Estimated*)	March, 2011

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

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

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A Introduction

This is a Request for Proposal (RFP) to identify a vendor to implement the requirements of electronic, uniform long term care assessment of needs for Medicaid programs in New York State, hereby referred to as the Uniform Assessment Tool (UAT). The UAT will enable the New York State Department of Health (NYSDOH) to meet its goal of providing long term care to eligible recipients.

The NYSDOH has chosen three interRAI instruments for long term care needs assessment. The selected vendor must be licensed to automate the interRAI assessment instruments. The final solution must also accommodate New York State specific data and assessment requirements.

A.1 General Requirements

Generally, the UAT will be required to:

- provide secure access for stakeholders in New York State;
- restrict user access to those persons with appropriate responsibility and authority;
- facilitate document workflow and appropriate approvals;
- adhere to all business rules, as prescribed in this RFP;
- meet all functional and technical requirements, as prescribed in this RFP;
- store data in a secure database, as prescribed in this RFP;
- conform to all State and Department of Health security guidelines, polices, procedures;
- automate interRAI algorithms.

A.2 Important Bidding Information

The State is seeking a secure uniform assessment solution that satisfies the business, technical, and security requirements described in this RFP. This is a competitive procurement, which will result in a fixed price contract. The Department is willing to consider proposals that meet the stated requirements and that are compatible with the State's technology environment.

The State will *only* consider fixed price bids for the following technologies:

- JEE and XML web-based solutions that employ a thin client, middleware services, and a backend Oracle database data tier.

Note: Regardless of the underlying technology, the NYSDOH prefers solutions which leverage SOA-based and/or web services architecture.

Proposals that include technologies other than those specified here will be considered non-responsive and will not be considered. For all bids, and as part of the bid review process, the State reserves the right to interview proposed project participants. The State will allow subcontract arrangements but assigns full accountability and responsibility to the primary vendor.

Important Information

The selected vendor will be required to secure and hold an appropriate licensing agreement with interRAI authorizing them to operate as a software vendor to automate the interRAI suite and associated materials. See section *C.1.1.1 InterRAI License and Royalty Agreement* for details.

B Background Information

New York's long term care system has a wide range of inter-connected services and programs. To provide appropriate long term care to New Yorkers, the NYSDOH needs to uniformly assess the level of care needed across settings. The state's home and community-based programs currently garner client, quality, and provider performance information from many different screening and assessment instruments. The existing tools lack standardization and a common language, which complicates an already fragmented and uncoordinated system of long term care and may not best serve the needs of its recipients, service providers, or payers.

The Governor and Legislature recognized this problem and appropriated funds in the 2010-11 State budget for services and expenses related to the implementation of an electronic, uniform assessment system.

The overall goals of uniform assessment for the NYS Medicaid program are to provide:

- assessment of functional needs through empirically tested and validated means,
- an electronic system and uniformity of data across programs,
- access to programs and services with minimum duplication and maximum consistency, and
- a basis for allocation of resources, standardization of care delivery, and quality outcomes.

To achieve these goals the NYSDOH, Office of Long Term Care (OLTC) must procure services to develop and deliver an electronic, uniform assessment solution.

For individuals in need of long term care services, navigating New York State's long term care system can be challenging. The assessment processes for services and programs in New York State vary and rely on many tools to determine a person's needs and eligibility for program services.

The electronic assessment software will be used to support eight Medicaid programs:

- Assisted Living Program (ALP)
- Personal Care Services Program (PCSP) and Consumer Directed Personal Assistance Program (CDPAP)
- Adult Day Health Care (ADHC)
- Long Term Home Health Care Program (LTHHCP) 1915 (c) HCBS Waiver
- Nursing Home Transition and Diversion (NHTD) 1915 (c) HCBS Waiver
- Traumatic Brain Injury (TBI) Waiver
- HCBS Waiver Care at Home Waiver (I/II)
- Managed Long Term Care (MLTC) and PACE

C Requirements

Vendors are invited to submit bids to deliver an electronic solution using interRAI assessment instruments.

C.1 General Project Requirements

This section describes general requirements for the project.

C.1.1 Project Overview

The following sections provide information pertinent to the overall project.

Note: The State reserves the right to delegate any of its identified responsibilities as it deems appropriate. Any delegated responsibility will include the authority to function on the State's behalf; even with such delegated responsibility and authority, the State will maintain direct input, oversight, and direction.

C.1.1.1 InterRAI License and Royalty Agreement

The State has established an agreement with interRAI (http://www.interrai.org) for automation of assessment instrument algorithms. Any bidding vendor must have in place at the time of contract award a fully executed license and royalty agreement with interRAI.

Note: The vendor license agreement with interRAI will include royalty fees. Vendors are strongly encouraged to establish their arrangements with interRAI *prior* to submitting proposals in response to this RFP.

Please use *Attachment 21 interRAI Vendor License Agreement - Exhibit A.doc* to establish the appropriate relationship with interRAI. This attachment is based on the State's agreement with interRAI regarding the royalty fees the winning vendor will be obligated to pay, and is required for contract execution.

C.1.1.2 interRAI Instruments and Algorithms and NYS Custom Data

The State has selected the following interRAI instruments and algorithms to form the basis of its uniform assessment capabilities. The NYS DOH requires that these instruments and associated algorithms be codified and automated as the basis of the UAT. See *Attachment 30 UAT interRAI Programming.zip* for the named interRAI instruments. See *Attachment 29 UAT NYS Specific Data Elements.zip* for the named NYS custom data.

- interRAI Community Health Assessment_V09_Sept_2006
- interRAI Functional Supplement_V09_Sept_2006
- interRAI Community Mental Health Supplement_V09_Sept_2006
- Eight Suite Scales related interRAI formats V09_Sept_2006
- Triggers for Functional Supplement and Mental Health Supplement
- Suite Clinical Assessment Protocols (CAPs) (v1.1 standard 4.16.08) and related triggers
- NYS "Level of Care" algorithm (*currently in development*)
- Resource Utilization Group III Home Care (RUG III HC v1.2a) grouping system

Note: These algorithms may be updated by interRAI between the time of this RFP issuance and the time of contract execution and project start. The State requires current versions of all algorithms to be implemented.

C.1.1.3 Project Strategic Goals

The selected vendor will work cooperatively with the State for an extended period, and have the capacity to provide qualified professional services and resources to ensure that the strategic goals of this project are met.

The strategic goals of the uniform assessment tool automation are:

- Standardize the assessment of long term care needs.
- Facilitate allocation of resources.

Generally, the selected vendor will be responsible for:

- system architecture,
- system reliability and quality,
- system security,
- system ease of use,
- system performance,
- system documentation
- development of training materials and software training program,
- execution of testing and test automation (with input from the State),
- beta/user acceptance program, and
- support for live pilot activities.

C.1.1.4 Project Scope

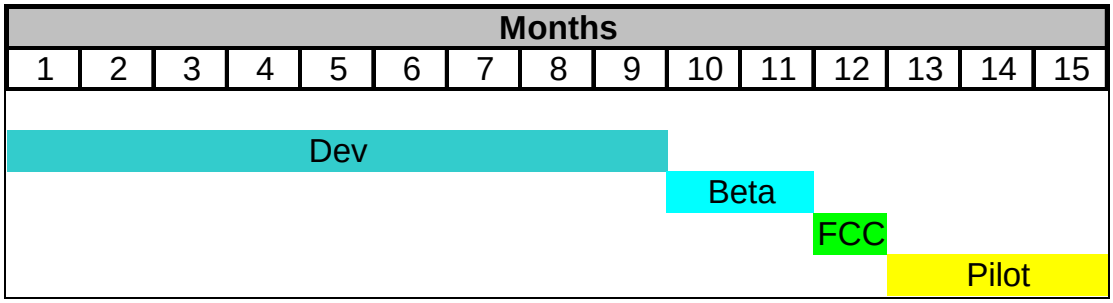
To ensure production viability and a smooth transition of the system from the selected vendor over to State staff, the State has the following requirements:

1. The selected vendor will be required to commit fully qualified professional resources to all phases of the UAT project; the State reserves the right to approve or reject key personnel (project leadership) who may have responsibility with the UAT project.
2. To ensure the security and confidentiality of New York State long term care data, every project participant will be required to sign a confidentiality and non-disclosure agreement with the State.
3. The State will assign/delegate a project manager/lead to the project. The project manager/lead will be allocated appropriately, have appropriate qualifications, and serve as the State's primary contact with the selected vendor's project manager.
4. The State expects that the selected vendor will plan and execute an **iterative development cycle** that will deliver a production and pilot-ready system. The State expects to follow this general plan:
    - First iteration: Project startup, analysis, and project planning.
    - Iterations: Specific analysis (as necessary and appropriate), development, delivery, and acceptance plan.
    - Beta/user acceptance within later iterations: Open user access, mock data, user feedback.

- Final candidate cycle: State-run acceptance of completed system.
- Live Pilot: Live use of a fully completed and accepted system by State and other vested-interest users.

The State expects the first iteration to include sessions whereby detailed information and clarification of any requirements will be exchanged. The State expects that the selected vendor will deliver a complete, detailed project plan and schedule that will be approved by the State and used to guide and direct each iteration of the project. The State understands and accepts that the nature of an iterative project methodology means the detailed project plan and schedule will change throughout the project lifecycle and that analysis and design activities will occur per iteration.

5. The State expects that the selected vendor will plan for and conduct a **beta evaluation** of the system using actual users, but not live data. The selected vendor will be required to deliver a beta-ready secure system that is ready for user involvement and user acceptance. The beta evaluation will include target audience training and support. See section *C.11 Beta / User Acceptance Program Requirements* for details.
6. The selected vendor will be required to plan for and conduct a **live pilot implementation**. The pilot implementation will include target audience training and support. The State expects the pilot implementation to be conducted using a fully completed system that has been accepted by the State and live data. See section *C.12 Pilot Implementation Requirements* for details.
7. The State further expects the project to following this basic timeline:



Note: This project timeline is required in order to accommodate (i.e. be coordinated with) the State's implementation planning activities.

8. The selected vendor will be required to install and configure the production system in New York State's production environment; at the time of software installation, the selected vendor must supply software media for all software installed.
9. The selected vendor will be required to perform all UAT installation, configuration, and any other maintenance procedures to ensure production viability and supportability.
10. The selected vendor will be required to deliver professional training materials and train state staff and direct users in preparation for beta, pilot implementation, and broader state-wide implementation activities.
11. All design, development, coding, testing, and deployment must conform to DOH standards. See Attachments 22 – 28. An agreed-upon set of project artifacts must be made available to the State regularly (weekly), and housed in the project artifacts database located on State-provided server space. The selected vendor will also be required to store project artifacts in a repository that resides on the State's server.

C.1.1.5 Project Budget

Proposal submission prices must not exceed $4,400,000. Proposals which exceed this amount will not be considered. See *D.1 Cost Proposal and Administrative Envelope* for details.

C.1.1.6 Project Staffing

Excepting key personnel resignation from the company, the vendor may not, during the project, re-assign, substitute, or otherwise remove key personnel from the project. Newly assigned key personnel must be of comparable qualification and will be subject to State approval. Key personnel must be able to read and converse in English..

C.1.1.7 Project Management Methodology

Once a contract is finalized, the selected vendor will be responsible for providing the following planning deliverables.

1. The selected vendor will be required to comply with project management methodology and standards that are aligned with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) and that are codified in the NYS Department of Health (NYS DOH) Project Management Field Guide – Contractor Edition (DOH PMFG-CE). The DOH PMFG-CE is presented in *Attachment 22 UAT DOH PM Field Guide Contractor Edition 1.pdf* and is based on the NYS Project Management Guidebook Release 2, which can be obtained from the NYS Chief Information Officer/Office for Technology website at: http://www.oft.state.ny.us/pmmp/guidebook2/index.htm.
2. If the selected vendor has successfully used an alternate industry standard or proprietary project management methodology, the selected vendor may be allowed to use all or part of the alternate methodology in place of the standards as referenced above. The alternate methodology must align with project management methodology and standards as referenced above. If the selected vendor indicates preference for an alternate methodology, the selected vendor is required to submit detailed information about that methodology with their proposal. The NYS DOH Project Management Office (PMO) or other designated NYS DOH entity will evaluate the alternate methodology. If the NYS DOH PMO or designated NYS DOH entity determines that the alternate methodology and standards are not acceptable, the selected vendor will be required to use the methodology and standards codified in the NYS DOH PMFG-CE.
3. The selected vendor will be required to comply with project reporting standards as outlined in Section 1.4 of *Attachment 22 UAT DOH PM Field Guide Contractor Edition 1.pdf* for a Large (L) sized project. The selected vendor will be required to present all project artifacts using the NYS DOH standard templates, as provided in *Attachment 23 UAT DOH PM Templates.zip*.
4. The selected vendor will be required to assign a project manager to the project who will act as the single point of contact with the NYS DOH and who will have authority over all of the selected vendor's resources assigned to the project. The vendor's assigned project manager must be fully engaged in managing the project and will be required to have a presence at the NYS DOH. The extent and frequency of involvement and on-site presence of the selected vendor's project manager will be based on the needs of the project and the requirements of the organization issuing this RFP; this decision will be made by the NYS DOH and will be binding to the selected vendor.

5. The selected vendor will be required to conduct regular project status meetings and create project status reports documenting progress and issues. The selected vendor will be required to review the project schedule with the NYS DOH project manager/lead regularly and present and explain any changes. The NYS DOH project manager/lead will determine the frequency of status meetings and reports.
6. The selected vendor will be required to submit all required project artifacts to the NYS DOH designated project manager/lead in a timely manner during all phases of the project.
7. The selected vendor will be required to maintain a detailed project schedule using MS Project or other NYS DOH acceptable software. The project schedule must be maintained to show baseline time estimates, as well as updated estimates and actuals. The project schedule must include all phases of the entire project, address key milestones and deliverables, and include a detailed work breakdown structure showing all activities, activity duration, sequencing, dependencies, and resource assignments.
8. The selected vendor will be required to assign a single business analyst to the project. The business analyst will be required to maintain regular presence on State premises, in particular during the analysis phase portions of each iterative cycle during the project.

C.1.1.8 Transition of Ownership and System Evolution

In order to ensure the State's success in assuming ownership and control over the proposed and delivered solution, the State has the following requirements.

1. The selected vendor will be required to define and execute a knowledge transfer plan for transitioning UAT system knowledge to staff identified by the State.

   The plan must include walk-throughs with State staff of the fully configured system and documentation, as installed in the State's production environment.

   The plan must include all aspects of system and user administration, roles and responsibilities, software installation, and configuration.

   The plan must also include full conveyance of knowledge of the software and its implementation and execution of the interRAI algorithms and instruments to the NYS DOH identified trainer(s).

   The plan will be subject to the State's approval and satisfaction.
2. The State requires that all software assets be turned over to the State at the end of the project in their entirety, regardless of what tools were used to create and manage them.
3. Vendors are required to include in their cost proposals, per the instructions in *D.1.4 Cost Proposal Form*, a total dollar amount, inclusive of any travel expenses, for activities related to system evolution which may occur after the conclusion of the warranty. This amount must be specified in *Attachment 04 UAT Assessment Cost Proposal Form.doc*, will be included in the proposal price, and reflected in the contract.

   The price of the System Evolution Effort to be listed on the Cost Proposal Form, *Attachment 04 UAT Cost Proposal Form.doc*, will be based on the average hourly rate of all labor categories multiplied by 3,000 hours (the maximum number of hours).

   The price of system evolution activities will be determined by the summation of the level of effort for each labor category required to perform the activity multiplied by the hourly rate for that labor category, as listed on the Cost Proposal Form. System evolution activities will be subject to negotiation and NYS DOH approval.

System evolution activities may include but not be limited to providing technical and system administration support, updates to meet browser and operating system changes, upgrades, fixes, patches, security and exploit vulnerability fixes, corrections to any discovered problems, bugs, defects, failures in the software or documentation, and extensions of the system to accommodate new requirements.

4. Purchase of system evolution activities will be optional, at the State's discretion and will be executed as extensions to the contract resulting from this procurement. System evolution activities, if elected, will be executed *after* the conclusion of the warranty period and will, themselves, be warranted for 90 days after acceptance by the State.
5. The selected vendor will be required to train the State to *manage and administer* the UAT in its entirety *prior* to the start of the pilot implementation. The selected vendor will be required to train and support the State system administrator in all aspect of the maintenance of the UAT in support of the pilot.

C.1.2 Delivering the Solution

The following sections describe the State's expectations regarding the development lifecycle and location of the project team.

C.1.2.1 Development Lifecycle

The State has the following requirements pertaining to how the project will be conducted vendor.

1. The State requires that the project development lifecycle be conducted following an iterative model. The selected vendor will be paid in part per iteration, as accepted by the State. See *E.8 Payment Schedule* for details.

   The intent behind an iterative model is to enable the State to plan for and measurably verify project progress and solution quality throughout the project.

   Note: Payment will be issued per iterative milestone upon written State approval of the milestone. Please refer to the payment schedule for details.

   Vendors are required to include with their proposals a *proposed* iteration schedule as part of their project management materials (initial project plan). The proposed iteration schedule may be modified by the State and will be subject to the State's approval.

2. As part of the first iteration, the State and the selected vendor will define "iterative milestones" that the selected vendor will adhere to and achieve throughout the development lifecycle.

   An outline of the content of each iterative milestone will be established during the first iteration and be included in (i.e. form the basis of) the detailed project schedule and plan. The State understands an "iterative milestone" to be a point at which an inspection can be conducted to measurably verify the achievement of a set of requirements and/or tasks and quality goals associated with deliverables.

   The State understands and accepts that the nature of an iterative project methodology means the detailed project plan and schedule will be subject to change throughout the project lifecycle. Specific content for any given iteration may be altered due to project conditions per State input and/or approval. The specific quality criteria for each iterative milestone will therefore be altered accordingly.

   Payment per iteration will be based on written State approval.

3. The selected vendor will be required to present a "final candidate" for inspection at the end of the project.

   A "final candidate" is the final version of the solution and constitutes the achievement of all requirements and deliverables. The final candidate will be subject to NYS DOH CISO (Chief Information Security Officer) security inspection prior to broader State inspection.

   The "final candidate cycle" (FCC) is a State-conducted cycle of activities and is *not* one of the project iterations. There will be no new content included for inspection in the final candidate cycle.

   Notes:

   - Read section *C.2 Security Requirements* carefully. The selected vendor will be accountable for solution security.
   - Failure to achieve quality goals prior to engaging the State for final candidate inspection will be subject to **payment reduction**.
   - Approval of all individual iterative milestones does not constitute final candidate approval or acceptance of the entire solution.
   - Final payment (per final candidate approval) will be based on written State approval.

4. For each phase, the State will define measurable quality criteria, quality parameters, and quality goals that the selected vendor will be required to achieve in order to facilitate State inspection and acceptance. See section *C.1.4 New York State Acceptance of Work Products* for details.

   Note: The State reserves the right to modify the quality goals or criteria for any given iterative milestone as well as for the final candidate throughout the project as appropriate and in response to project changes.

   Each iterative milestone as well as the "final candidate" will be subject to State inspection. The State may reject any iterative deliverable and/or the final candidate as presented by the selected vendor that does not achieve the acceptance criteria.

5. The solution must adhere to NYS DOH internet application development guidelines as specified in *Attachment 25 UAT NYS DOH HCS Internet Application Development Guidelines.pdf*.

   Note: Given the Department's changing technology environment, aspects of these guidelines are subject to change. The State will inform vendors when changes occur and provide updated guidelines when they are available. Such changes must be accommodated by the selected vendor in the course of the project; the State agrees to provide reasonable notice of changes and work with the selected vendor to establish a mutually agreeable schedule.

C.1.2.2 Change Orders

A "change order" is any modification, addition, or deletion to the work as described in this RFP and as set forth in the project plan. Change orders will be requested in writing by the State and presented using the Change Request form as included in *Attachment 23 UAT DOH PM Templates.zip*. The work identified in the change orders will be provided by the selected vendor at the rates agreed upon in the contract, with adjustment to the project schedule and required timeframes and milestones as appropriate.

For any and all work that is not included in the scope of the project, the State has the following requirements:

1. Vendors are required to include in their cost proposals, per the instructions in *D.1.4 Cost Proposal Form*, a total dollar amount, inclusive of any travel expenses, for change order activities. This amount must be specified in *Attachment 04 UAT Cost Proposal Form.doc*, will be included in the proposal price, and reflected in the contract.

   The price of the Change Order Effort to be listed on the Cost Proposal Form, *Attachment 04 UAT Cost Proposal Form.doc*, will be based on the average hourly rate of all labor categories multiplied by 1,500 hours (the maximum number of hours).

   The price of change orders initiated after contract execution will be determined by the summation of the level of effort for each labor category required to perform the change multiplied by the hourly rate for that labor category, as listed on the Cost Proposal Form. Change order activities will be subject to negotiation and NYS DOH approval.

2. The contents of change orders shall include at a minimum:
   - a description of the requested change—issued by the State,
   - a description of the impact to the project schedule, scope, and quality—issued by the selected vendor, and
   - a statement of work showing the total number of hours and the total price per labor category—issued by the selected vendor.

3. Change orders required after contract execution will include fixed time estimates in which the work will be completed. The project schedule may be adjusted commensurately according to the estimate; all work necessary to achieve completion of the change order must be completed within the timeframe of the provided estimate.

4. Change orders will extend the quality goals and criteria per iteration and/or the final candidate as specified by the State. The selected vendor will be required to execute all test plans for all change orders as an extension of any iterative or final candidate criteria.

5. All change orders must be represented on all project reports, clearly indicating progress and their status.

6. No work shall commence on any change order without written agreement and approval from the State.

7. Payment for the work provided in change orders will be incorporated into the payment schedule described in section *E.8 Payment Schedule*.

C.1.2.3 On-site Presence

The State has the following requirements pertaining to on-site presence of project staff:

1. The State requires the selected vendor project manager and business analyst to be present on-site for the duration of the first project iteration to facilitate and fully participate in project planning and project setup activities.

2. The State requires the selected vendor project manager and business analyst to be present on-site as needed throughout the project to facilitate project coordination/communication

3. The State requires any project staff to be present on-site on an as-needed basis throughout the project. The State does not expect this to be extensive and may be limited to critical project milestones.
4. All travel costs associated with on-site requirements must be included in each vendor's proposal; the State will not separately reimburse for any travel related expenses associated with these on-site requirements.
5. The State will provide access to basic office arrangements for on-site staff (desk space, phone and fax, printers and copy machine).
6. Vendor project staff will not be required to work on-site at a State location. Vendor project staff may be stationed at a location convenient for them. Requests to station project staff on State premises other than specified will be rejected.

C.1.2.4 Location of the Development Team and Development Environment

The State has the following requirements pertaining to the development environment and location of development activities.

1. The selected vendor may conduct development and testing activities at a location convenient to them, but within the United States and its territories. Iterative and final candidate review and acceptance activities will take place on State premises using the State's equipment.

   The State invites bidders to consider the most cost effective approach to staff location.
2. "Off-shore" development and testing activities are prohibited. Work must be conducted within the United States or U.S. Territories.
3. The State will coordinate with the selected vendor to establish secured connections to its network for content delivery. Secure network connections will be subject to the Department of Health's security guidelines and requirements.
4. The selected vendor may choose to conduct their development activities in an environment different from the State's target deployment environment, however the selected vendor will be required to resolve any and all interoperability or portability issues when the solution is deployed to the State's environments (build, test, beta, production).
5. Application developers should not assume they will have any direct access to the host that is running the web server and must not assume they will have access to run automated processes (e.g. cron jobs) on the web server.
6. The selected vendor solution may include automated processes that run outside the scope of the web server as part of the overall solution, such as to external or other asynchronous, non-real-time interfaces, per the State's approval prior to deployment.
7. The selected vendor will have no capacity to view logs and look at directories on the HSC (Health Commerce System) evaluation and production machines. The Bureau of Healthcom Network Systems Management (BHNSM) recommends that application code be developed for these purposes.
8. The selected vendor should understand that their development environment may have to "dummy" the State's cookie permissions process, as this process may not be directly available to their development environment.

C.1.3 Technology Environments

The following sections describe the State's expectations for the selected vendor, and also conveys information pertinent to support the selected vendor's understanding of the State's current technology environments.

C.1.3.1 Configuration of Solution Environments

The selected vendor will be required to establish, configure, and maintain the solution within the State's following environments and in accordance with the standards for those environments:

- development
- testing
- beta/train (in production tier)
- pilot/live (in production tier)

These environments will be established within the State's IT (Information Technology) environment on server hardware supplied by the State. Do *not* include server hardware in your cost proposals.

The selected vendor will be required to completely configure all aspects of the testing, beta/train, and pilot/live environments per State needs and in conjunction with State input.

C.1.3.2 Technology Stack

The State's standard IT environment technologies are listed below; the State will account for all user licenses for the products identified below. Vendors must *not include* the cost of licenses for these products in their proposals.

The cost of licenses for *all* other software or third party products or technologies that will be included in a proposed solution must be specified in the cost proposal form and will be factored into the cost proposal evaluation.

The State will *not* provide or otherwise reimburse for licenses of products required to *develop* any proposed solution.

The State's technology stack consists of:

- Oracle 10g 10.2.0.4,
- Oracle WebLogic Server 10.3
- Oracle AquaLogic Service Bus 2.5
- AIX 5.3
- Java Enterprise Edition 5.

Note: Final versions for each technology will be updated at the time of contract execution. Significant technology stack changes during the project will be accommodated via change orders.

C.1.3.3 Technology Architecture

The NYS DOH's applications are deployed in an *n* tier architecture, with firewalls segregating the tiers.

The client tier is for authentication and employs a pair of Sun 8 core T2000 servers protected by a load balancer device. The State runs a custom reverse proxy that enforces a ID/Password access policies. The current servers have sufficient capacity to accommodate the expected load increase for the UAT solution.

The middle tier includes the Application Servers, which includes the two existing Sun 8 core T2000 servers hosting Oracle's WebLogic Server Clusters (now Oracle Application Server 10g), AquaLogic Service Bus (now Oracle Enterprise Service Bus 10g), and WebLogic Portal (now Oracle Web Center 10g). The WebLogic Server platform supports the Department's JEE applications.

The data tier includes database services applications, which are supported by a four (4) node Oracle 10g RAC implementation on IBM p570 Power 6 servers. The Oracle platform is expected to have sufficient capacity for this application.

Note: Vendors must *not* include the cost of server hardware in their proposals.

The technical architecture must also comply with the New York State Office for Technology architecture as specified in *Attachment 28 UAT OFT Three Tier V2 April 2010.pdf* in the event the application is moved to the State Data Center.

C.1.4 New York State Acceptance of Work Products

The State and/or its delegate will define detailed quality and acceptance criteria, as well as inspection and acceptance/rejection procedures, that will be applied to each iteration and the final candidate.

Note: The State is unable to define these criteria in detail *prior* to vendor selection due to the variability in technical solution proposals.

Once defined, the quality criteria and goals must be executed and proven by the selected vendor *before* delivery of any iteration or the final candidate to the State for inspection.

The State will define specific, measurable quality criteria for these general areas of inspection:

- achievement of requirements,
- system architecture,
- system security,
- system reliability,
- system ease of use, and
- system performance,
- technical system and user documentation,
- training materials,
- entry and exit criteria for beta/user acceptance, and
- entry and exit criteria for the pilot.

The following sections provide more information regarding the State's expectations of quality. "Critical incident" as referenced in the following sections is defined, at a minimum, as any incident which causes the system to crash, become non-responsive, corrupt data, present security vulnerability, or prevent completion of a task that a system user should be able to complete.

C.1.4.1 Iterative and Final Candidate Validation

The State requires traceability from requirements through test reporting. The State will verify and validate every iterative deliverable from the selected vendor, as well as the final candidate deliverable from the selected vendor. The State will verify and validate the achievement of requirements and/or tasks and associated quality goals. The State retains the right to reject any iterative milestone and/or the final candidate as presented by the selected vendor.

The specific procedures and durations of iterative and final candidate reviews will be determined at the start of the project, or per iteration. The State, with input from the selected vendor, will establish a reasonable timeframe for iterative milestone and final candidate inspection.

Iterative and final candidate validation efforts must take place on State premises, using State equipment in a State-approved environment.

The State will not be restricted from conducting ad-hoc testing—testing that is *not* included in the test plan and goal for an iterative milestone or the final candidate. However, the results of such testing will *not* be used as the basis for rejecting an iterative deliverable, but *may* result in rejecting the final candidate *without payment penalty*.

C.1.4.2 Open Issues

The selected vendor will be required to maintain an ongoing report of open issues that will be reviewed with the State at appropriate times. The open issues report will serve as the focus for discussion of outstanding risk beyond achieved quality goals.

The State reserves the right to require further corrections based on the information presented in this report. These corrections may be without penalty to the selected vendor.

C.1.4.3 Achievement of Requirements

The "achievement of requirements" quality goal is: delivery to and acceptance by the State of 100% of all requirements, as defined in this RFP and any additional requirements identified and mutually agreed upon during the project.

C.1.4.4 System Architecture

The "system architecture" quality goal is: a positive assessment and sign-off from the State, per section *C.4 Architecture Requirements*.

C.1.4.5 System Security

The "system security" quality goal is: a positive security risk assessment by the State with no outstanding critical incidents. Specific goals per iteration and final candidate may vary. Security assessment may generally follow this guidance:

- Achievement of specific security test plans.
- Independent assessment of system security by the NYS DOH CISO or designated staff; this assessment may include, but not be limited to, discussions highlighting weaknesses, unaddressed risks, or architecture in the context of exploit and security breach.

C.1.4.6 System Reliability

The "system reliability" quality goal is: 99.5% passing tests with no critical incidents outstanding. Specific goals per iteration may vary.

Note: A passing test is one that can be run in its entirety without error. A test that cannot be run because it or the feature it tests is not implemented will be counted as a failure.

The State expects to follow these general rules within any given iteration:

Passing	Indication
< 80.0%	Not ready for State acceptance.
> 80.0% < 99.5%	Ready for open issues review and discussion with the State; review of critical issues with the State. The State may, at its discretion, not accept the iteration or final candidate.
> 99.5%	State acceptance (excepting critical incidents).

C.1.4.7 System Ease of Use

The "system ease of use" quality goal is: correction of all reported ease of use issues and a positive ease of use defect discovery trend per ongoing inspection with no outstanding critical incidents.

C.1.4.8 System Performance

The "system performance" quality goal is: positive assessment proving demonstrated achievement of system performance goals and requirements. Per phase goals may vary.

C.1.4.9 Technical Systems and User Documentation

The "technical systems and user documentation" quality goal is: positive assessment with no outstanding critical incidents. Specific goals per iteration may vary.

The documentation assessment may generally follow this guidance:

- Achievement of specific documentation test plans.
- Independent review and assessment of documentation deliverables by State designated staff; this assessment may include, but not be limited to, discussions highlighting strengths, weaknesses, missing or incomplete information, accuracy, adherence to style or other guidelines, and visual presentation.

C.1.4.10 Training Materials

The "training materials" quality goal is: positive assessment with no outstanding critical incidents. Specific goals per iteration may vary. The training materials assessment may generally follow this guidance:

- Achievement of specific training materials test plans.
- Independent review and assessment of training deliverables by State designated staff; this assessment may include, but not be limited to, discussions highlighting strengths, weaknesses, missing or incomplete information, accuracy, adherence to style or other guidelines, visual presentation, and efficacy.

C.1.4.11 Beta/User Acceptance Program Entry and Exit Criteria

Specific criteria to qualify for State authorization to begin the beta/user acceptance program will be determined cooperatively during the project and will depend minimally on the following factors:

- reliability and stability of the system,
- achievement of requirements necessary for meaningful user involvement, and
- availability of users for participation.

Specific criteria to qualify for conclusion of the beta/user acceptance program will be determined cooperatively during the project and will depend minimally on the following factors:

- decreasing rates of user feedback, and
- decreasing issue discovery trend per ongoing user participation.

C.1.4.12 Pilot Entry and Exit Criteria

Specific criteria to qualify for State authorization to begin the live pilot will be determined cooperatively during the project and will depend minimally on the following factors:

- final candidate accepted by the State,
- readiness of State internal users to use the system in a live environment,
- readiness of external users in the selected pilot counties to use the system in a live environment, and
- availability of and confidence in the production environment.

Specific criteria to qualify for conclusion of the live pilot will be determined cooperatively during the project and will depend minimally on the following factors:

- increasing rates of user participation, and
- decreasing issue discovery trend per ongoing use.

C.2 Security Requirements

The Health Insurance Portability and Accountability Act (HIPAA) prescribes that all health related records are private and confidential to the individuals to whom they refer. New York State health related records are *not* publicly available.

Critical Information:

> *Subsequent to this law, the **security** of any solution and all aspects of this project leading to the delivery, deployment, and use of the solution is critical to the project's success.*

The following subsections provide specific security requirements. A composite of all security requirements can be found in *Attachment 24 UAT Security Requirements V4.1 2-9-2010.pdf.*

C.2.1 Vendor Obligations to System Security

The State has the following requirements:

1. The solution must adhere to all relevant security requirements as described in *Attachment 24 UAT Security Requirements V4.1 2-9-2010.pdf*.

2. The selected vendor, contractors, or subcontractors must conduct themselves in a manner that ensures utmost adherence to the letter and spirit of the security requirements and standards associated with this project.
3. The selected vendor, contractors, or subcontractors must ensure the secrecy of any and all information associated with this project.
4. The selected vendor will be required to meet with BHNSM and the NYS DOH CISO prior to beginning development efforts and present a detailed technical design document (including process and data flow diagrams) and security plan (per NYS DOH CISO specification) for review and approval.
5. The selected vendor will be required to meet with BHNSM and the NYS DOH CISO regularly and at the NYS DOH CISO's discretion during the project to review technical implementation and security issues and to ensure the proposed solution is compatible with State's security requirements and is compatible with the NYS DOH Health Commerce System.
6. The NYS DOH CISO reserves the right to reject, redirect, or otherwise require architectural changes to ensure solution compliance with security requirements.
7. The proposed solution will work within the State's IT network. The State anticipates that the selected vendor will require some level of access to the network for purposes of system administration, development, and testing of iterative and final candidate deliverables, as well as setup and operation of a production-ready version of the application.

   Each person using the State's IT network will be assigned a unique user ID and password by the NYS DOH. The CEO/CFO/Owner/Administrator (or equivalent) of the prospective user's parent organization is required to complete an "Organizational Security and Use Policy" agreement to acknowledge the Department's policies on security, data release, and related issues.

   Individual users are also required to complete their own "Individual Security and Use Policy" agreement, countersigned by an authorized representative of the organization. These documents require contact information.

   The NYS DOH BHNSM will work with the selected vendor to ensure suitable forms exist for the intended users, and must receive the completed organizational and individual agreements in order for a user account to be created. These forms will need to be submitted in order to facilitate vendor access for development and testing purposes.
8. The solution must conform to New York State guidelines for security and user authentication. See Best practice Guideline G07-001 that defines Identity and Access Management: Trust Model Guidelines, *Attachment 27 UAT G07-001 NYS Identity and Access Management Trust Model.pdf.*

C.2.2 Application Security Requirements

The selected vendor will be required to adhere to the application development security requirements described in this section. These security requirements are intended to be illustrative of the range of unacceptable development practices for State applications.

The design and development meetings with BHNSM will help to ensure that the application meets all security requirements and can be supported in the State IT network environment.

The security requirements are:

1. All source code, documentation, and other means by which adherence to the security requirements can be proved must be accessible to State staff and NYS DOH CISO on demand; this may include but is not limited to on-site visits and inspections
2. The selected vendor will be required to meet with NYS DOH CISO prior to and during the development effort to ensure compliance with all security requirements. Application security conformance is subject to NYS DOH CISO approval.
3. The selected vendor must respond to all security issues identified by the NYS DOH CISO by making corrections or adjustments or taking other actions that eliminate the identified security vulnerabilities or risks.
4. The State requires the selected vendor to assure the security of the application through the use of application vulnerability scanning software such as IBM Rational AppScan. This may be achieved in cooperation with NYS DOH CISO.
5. Application data is not to be stored directly on the web server; any data collected on the web server should be immediately written to a database residing on a different host.
6. User IDs and passwords must not be hard-coded into any portion of the application.
7. The web server must be secure, allowing only 128-bit HTTPS connections using the SSL 3.0 protocol; the site must be restricted exclusively to connections from the approved State server.
8. The web server must restrict inbound access from the internet to a specified port, and the web server must be configured to not allow browsing of the web server pages.

C.2.3 Data and Database Security Requirements

The State has the following requirements to govern data, data access, database, and database access security in relation to the delivered solution and its development and testing.

1. The solution/application will require an application-specific ID and password to gain access to the back-end database resource(s), and the ID and password must not be hard-coded into the application. The solution/application should either JDBC a connection pool or extract the ID and password information from the HTTP environment.
2. The selected vendor is obligated to adhere to HIPAA regulations and NYS law regarding the protection of personal and health-related data.
3. The solution will be required to restrict and maintain data and database access to authorized users, in accordance with the privileges of those users.
4. Any and all data transmitted to users over a network must be encrypted using 128-bit HTTPS connections using the SSL 3.0 protocol.

   Specific data encryption requirements will be established at the start of the project and will be dependent on the type of solution proposed. Vendors can reasonably expect that personal, private, or sensitive information (PPSI), as defined in the glossary of State Cyber Security Policy P03-002 v3.1, could require encryption. State Cyber Security Policy P03-002 v3.1 is available at http://www.cscic.state.ny.us/lib/policies/.

C.2.4 Error Messaging Security Requirements

The State has the following requirements to govern presentation of potentially compromising information in the form of error and system messages.

1. Any information generated from an error must comply and be handled in accordance with NYS DOH application security policies, guidelines and procedures.
2. Error and system messages displayed to users must be generic. In connection with the usability requirements of this RFP, error messages may contain information that is helpful for users to successfully use the system, but must *not* include information that could compromise or give clues to the solution's technical operation.
3. System logs should be generated containing information necessary for troubleshooting by system administrators or developers, but should *not* be available to system users. At no time, during system development or after deployment, will stack traces or other content generated from system errors be displayed on screen or presented to users.

C.2.5 User Documentation and Training Material Security Requirements

The State has the following requirements for documentation and training materials.

1. The selected vendor will ensure that any and all online help or electronic versions of user documentation (.pdf files) that are accessible via the solution are *not* available to the general public (i.e. non-system users).
2. The selected vendor will at no time make technical, system, and administrator documentation available or accessible to the general public.

C.3 Software Quality Assurance Requirements

The selected vendor is responsible for system quality.

The State will define quality goals and all related quality criteria which will comprise all facets of the UAT. The major areas of quality concentration will be:

- achievement of requirements,
- system architecture,
- system reliability,
- system security,
- system ease of use, and
- system performance,
- system and user documentation, and
- training materials.

The State has the following requirements pertaining to system quality:

1. The selected vendor will be required to work collaboratively with the State to ensure that software quality goals and criteria are achieved and proven. Specific and detailed quality goals and criteria will be established with the selected vendor at the start of the project.
2. The selected vendor will be required to create testing and quality infrastructure including a minimum of: detailed test plans, cases, scenarios, scripts, automation code, and other

items or activities relevant and appropriate to the deliverables of any given iteration or the final candidate.

The State reserves the right to provide input and direction into test planning and test design activities. The selected vendor is not restricted from using any existing test infrastructure it may already have in place. The State reserves the right to audit and approve or require extension of such infrastructure at its discretion in support of quality goals and criteria. All testing infrastructure, as defined here, is subject to State approval.

3. The selected vendor will be required to create test automation covering *at least* 50% of the final candidate, maintaining a reasonable balance of graphical user interface (GUI) and other automation with highest value. Per iteration automation goals will be established with the selected vendor during the project.
4. The selected vendor will be required to achieve all quality goals and execute all tests (automated and manual) per iteration and for the final candidate *prior* to State inspection. The State will verify achievement of all quality goals and criteria, however the State will *not* function as the selected vendor's testing organization.
5. The selected vendor will be required to provide to the State test automation and reports of test results that demonstrate achievement of all quality goals for each iteration, and to support final candidate submission for State inspection.
6. The selected vendor will be required to achieve system performance goals prior to submission of final candidate to the State. Because system performance validation may require specialized tools, the State expects a cooperative interaction for validation of this objective.
7. The selected vendor will be required to take reasonable action to correct incidents identified by the State.

   Note: The State expects reasonable application of "works as designed" as an incident resolution status, and reserves the right to reject "works as designed" if it deems such resolution to be inappropriate, inaccurate, or unreasonable.
8. The selected vendor will be required to establish testing environment, appropriately integrated with the State's IT environment, early in the project to enable State access. The testing environment may be used to enable the State to conduct iterative and final candidate inspections, and preview builds of the system prior to iterative or final candidate inspection.

C.4 Architecture Requirements

The State will review and sign-off on architecture at various points during the project. The specific points at which these architecture reviews will be conducted and approved will be determined mutually with the selected vendor at the start of the project.

The State must be informed and knowledgeable of possible consequences and trade-offs of architecture decisions. To support its knowledge and provide opportunity for decision input on architecture issues, the State has the following requirements:

1. The selected vendor will be required to provide architecture artifacts at selected points of the project, which will be reviewed by the State. The specific artifacts required for detailed system architecture and their management and delivery to the State will be established at the start of the project.

2. The selected vendor will be required to present to the State architecture overviews and details prior to extensive implementation efforts. The specific points of presentation and review will be determined mutually at the start of the project. These presentations will be subject to State approval.
3. The selected vendor must include in its architecture presentations, consequences, trade-offs, draw-backs or other issues of which it will be important or otherwise useful for the State to be aware.
4. The State will accept architectures that include third party plug-ins or open-source technologies as long as those technologies do not compromise security, are sustainable, and do not unduly obligate the State. The State will reject as non-responsive any proposed solution that violates this requirement.
5. The proposed solution will be hosted by the State.

   The State will *not* consider external hosting by third-party vendors.

   NYS DOH requires that the database and application be hosted in the State's IT environment. The application and the database must be separated within that environment in accordance with State's architecture and security requirements.
6. The proposed solution must be capable of running in a high availability environment, and architected in a manner which does not require the host to maintain a session's state.
7. The proposed solution must make use of the State's Policy Management and Enforcement service to determine and enforce user access to network resources, as applicable.
8. The NYS DOH has developed and maintains a restricted-access web site on the Internet for use by the Department's public health partners and customers called the Health Commerce System (HCS). The HCS is a single-sign-in and authentication gateway for users to login and access applications; it establishes what applications users have authority to access, and what role they have within those applications.

   The HCS is used to govern and control access to applications by outside health participants. The site is located at https://commerce.health.state.ny.us/. This custom-built infrastructure includes backup and data recovery facilities.

   The solution will be integrated into the HCS and will be required to make use of its services. This is specified in greater detail in the core function requirements. See *C.10 Core Functional Requirements*.

   Appropriate State staff will be available during normal business hours, and as agreed with the State when the contract is awarded, to support the selected vendor's needs for access to the HCS as necessary and appropriate.

C.5 Technical Systems and User Documentation and Requirements

The selected vendor will be required to provide technical systems as well as user documentation in accordance with the following:

1. The State requires the selected vendor to thoroughly document all technical and user aspects of the solution as it exists in its final state accepted by the State. This requirement pertains to the use of the system, not interRAI tools, algorithms, or other interRAI documentation.

2. The selected vendor will be required to deliver comprehensive data model (including data dictionary) documentation that clearly describes the conceptual, logical and physical data characteristics of the solution.
3. The selected vendor will be required to deliver complete solution technical and design documentation. This documentation should be a comprehensive description of all technical components of the UAT final candidate. It should include at a minimum:
    - software components,
    - application security controls,
    - transaction processing flows,
    - external interfaces and data exchanges,
    - service interfaces, internal interfaces and data exchanges (as applicable),
    - network and IT components (as applicable),
    - data models and data dictionaries, and
    - source code documentation (comments).
4. The selected vendor must make database design information available to the State for report and extract planning activities.
5. The selected vendor will be required to deliver complete system administration documentation, including at a minimum detailed instructions for:
    - user and system administration,
    - monitoring and reporting,
    - batch processes,
    - security and access control, and
    - operational procedures.
6. The selected vendor will be required to deliver complete end user manuals in read only format, with appropriate copyrights. Manuals must be made available to users via the application and/or via the HCS.
7. The selected vendor will be required to deliver context-sensitive online help and instructions to appear on each screen. The context-sensitive online help must incorporate the interRAI user manual in order to adequately support users.
8. The user manuals and online help will further consist of task-oriented user procedures encompassing processing instructions, screen navigation descriptions, field descriptions, and reference information as appropriate.
9. The UAT must provide users with secure online access to reference documents, including interRAI documentation, and the ability to search these documents by topic.

C.6 User Training Program and Materials Requirements

The NYS DOH will be conducting extensive training sessions as a function of State-wide implementation activities. The selected vendor will be required to produce a training program and training materials in support of this endeavor. The State has the following requirements:

1. The selected vendor will be required to produce a professionally developed training program that will:
    - be capable of running locally on personal and laptop computers,
    - be interactive,
    - demonstrate all capabilities of the application (including access to online help and the user manuals),
    - support self-paced training as well as instructor-led training, and
    - support web-based as well as class-room delivery.
2. The selected vendor will be required to work with the NYS DOH and/or its designee to create training materials, in electronic and/or paper formats (as appropriate), designed specifically for each of the following identified audience types:
    - users who will conduct or participate in conducting assessments,
    - local district administrator staff,
    - provider administrator staff, and
    - program administrator staff.
3. The training materials must be *comprehensive*, covering, at a minimum:
    - accessing and navigating the software and associated help and user documentation,
    - all aspects of all functionality available for each audience type, and
    - understanding the interRAI methodology and algorithmic implications as relate to an assessment.

    Note: Some aspects of the training program materials pertain to the NYS DOH technology environment. For example, accessing the UAT will include instructions for navigating the HCS.
4. The selected vendor must train the NYS DOH designated trainers and fully prepare them for the task of State-wide training activities.
5. The final solution must include a mechanism for verifying that a logged-in user has passed the training program requirement; the solution must allow a system administrator to easily specify whether such a verification prevents the user from logging into the application or merely gives a warning that the user has not passed the training requirement (but allows the user to start the application).
6. All training materials requirements must be available and have passed State approval prior to the start of the pilot implementation program. Some materials will be required to be available to support the beta/user acceptance program.
7. Excepting interRAI copyrighted materials, all training materials created by the selected vendor will be the sole property of the State, including all source material and code used to produce the final deliverable.

C.7 System Performance

The State anticipates as many as 7,500 concurrent users of the solution when implemented for the identified programs. The State expects the system to be performant; given the variance in system design and architecture possibilities, the State will work collaboratively with the selected vendor to establish measure system performance goals for throughput, user load, and stability over time.

The State's environment includes load balancing, cluster, and failover technology. The State recognizes that system performance can vary depending upon hardware, system design, architecture, and associated technologies. The hardware resource allocation on which system performance must be measured is as follows.

For JEE solutions:

100 % Java may use the equivalent of 1 Sun 5220 (8 core Niagra 2 with 64 Gig of RAM)

Database Performance:

Database performance should be met using the equivalent of 1 node (p570, 4 core Power 6 with 64 Gig of RAM) in all cases.

C.8 Usability Requirements and User Input

The UAT will be deployed to thousands of users with varying computer experience. It is critical that the UAT provide users with an easy-to-use interface that is intuitive, does not cause confusion, and can be navigated with minimal or no opportunity for failure.

The State does not have a formal style guide for interface design. While the State has not explicitly required Bobby or 508 compliance, or other usability standards compliance, the selected vendor in conjunction with the State will not be restricted from relying on such standards in establishing validation criteria for solution usability. Vendors are encouraged to anticipate working to achieve a high standard for system ease of use.

The State will make every effort to obtain user input within the project and during the beta/user acceptance program. User input may come from NYS DOH long term care assessment staff ("subject matter experts") or external users (e.g. program directors, agency administrators, nurses, and local district and agency staff).

The specific users and the extent of their involvement will be determined at the start of the project. The State has the following requirements for ease of use and user interface design:

1. The UAT shall provide a graphical user interface—encompassing all solution capabilities—that is intuitive.

   A user should not have to make extensive use of user or procedural documentation or online help; procedural steps and options should be obvious and include friendly and helpful prompts when appropriate. For example: When a record has been saved and then reopened, the solution could include a window showing the date of last activity and/or listing the items that are incomplete, giving the opportunity for the user to go to any item in the list and enter data.

2. The UAT shall provide a user interface that does not confuse the user.

   A user should be informed at all times of what the system is doing; a user should not be uncertain what the system is doing upon taking an action.

   A user should not have to decipher cryptic system feedback (e.g. an error message that

says “System Error in Core”). System feedback should be clear, polite, and provide correct steps or corrective actions for the user to take without compromising security.

3. The UAT shall provide a user interface that minimizes or eliminates opportunity for failure.

   A user should not have options to provide information or take actions that are not valid under current conditions, or that would otherwise lead to errors (e.g. if a user does not have authority to enter certain data, then the user should not be given the *opportunity* to enter that data).

4. The user interface must comply with NYS standards pertaining to accessibility to persons with disabilities. Current NYS Policy and Standard on Accessibility of Web-Based Information and Applications are NYS-P08-005. See *Attachment 26 UAT P08-005 Accessibility of Web-Based Information and Applications.pdf*.

5. The selected vendor will be required to coordinate user input into the user interface design. The selected vendor may be required, as appropriate, to develop and present user interface prototypes for State and user review and feedback. User feedback or input into interface design will be governed and prioritized (rejected as appropriate) by the State.

C.9 Core Technology Requirements

C.9.1 Technology Considerations

The State is only willing to consider:

- JEE and XML web-based solutions that employ a thin client, middleware services, and a backend Oracle database data tier.

Note: Regardless of the underlying technology, the NYSDOH prefers solutions which leverage SOA-based and/or web services architecture.

The solution must be compatible for use with the current (at time of release) versions of Internet Explorer and Firefox.

C.9.2 Ownership

All software, source code, databases, data, hardware or firmware, reports, documents, training materials of all types, and other materials developed or purchased in the course of the project are the sole property of the State. All test plans, test cases, test documentation, test automation, test results, and other materials developed or purchased in the course of this project are the sole property of the State.

The Center for Medicare Services (CMS) has a right to all code, materials, etc. developed under this in accordance with 45CFR95.617.

For any technology previously created and owned by the selected vendor, which will be included, extended, or otherwise modified to meet the requirements of this RFP, the State will obtain ownership rights for that technology as delivered to the State, and grants the selected vendor retention of ownership rights to said technology as created and owned by the selected vendor *prior to the project*.

The State also grants that work papers prepared by the selected vendor may remain the property of the selected vendor, however the State reserves the right to obtain copies at its discretion. In order to protect vendor intellectual property rights for proprietary technology, the State is willing

to consider perpetual licensing in place of ownership. Such arrangement will be subject to negotiation

Upon the completion of the contract, all software, source code, databases, data, hardware or firmware, reports, documents, and other materials developed or purchased in the course of this project *remain* the property of the State.

To ensure the safety and confidentiality of information used during this contract, all software, source code, databases, data, hardware or firmware, reports, documents, and other materials developed, purchased, or otherwise obtained in the course of this project by the selected vendor must be returned to the State or destroyed with proof of destruction. This includes and is not limited to data backups, archives, version and revision controls.

C.9.3 Software Licensing

To support state-wide use of the solution, the State has the following licensing requirements.

1. As stated in section *C.9.2 Ownership*, the solution delivered to and accepted by the State will be owned by the State. The State will not consider proposed solutions that include on-going fees to use the solution. Any such proposed solution will be rejected.
2. The State will account for standard IT environment technology licenses *separate* from this RFP. See section *C.1.3.2 Technology Stack* for a detailed list of technologies for which the State has or will have licenses.

   Note: The State recognizes that some proposed solutions may incorporate 3rd party technologies which have accompanying licensing costs. In this case, such 3rd party technologies must be explicitly called out in the cost proposal form, per section *D.1.4 Cost Proposal Form*. Do *not* include pricing information for 3rd party license requirements in your technical proposal.

   Note: If you are uncertain whether a 3rd party technology, which is included in your proposal and which has associated license costs, is considered by the State to be "standard IT environment technology," ask for clarification from the NYS DOH during the questions and answers period.

C.9.4 Warranty

In order to ensure the State's success in using the proposed solution, the State has the following minimum warranty requirements.

1. The selected vendor will be required to provide a *minimum* warranty period of 90 days, starting at the conclusion of the pilot implementation (i.e. at system acceptance).
2. The selected vendor agrees to make corrections free of charge to any issues (problems, bugs, defects, security vulnerabilities and/or exploits, or failures that should otherwise work correctly and per the requirements set forth in this document *and* during analysis and pilot phases of the project) as *discovered* within the 90-day warranty period.

   Corrections must be achieved regardless of whether the effort to do so exceeds the 90-day warranty period.
3. All deliverables received by the State will be covered by the warranty, including any accepted changes incurred throughout the project.
4. Any items delivered to the State as part of system evolution activities will also be warranted for 90 days from the time the State accepts the evolution item.

C.10 Core Functional Requirements

The State desires a highly configurable system that will allow it to adapt the system to typical changes in business requirements without the need for extensive re-design or re-programming.

The State must be able to add new data elements, change screens, develop new import or export formats, change business process flows, create new reports, and adapt the system to accommodate new services as they become available with no assistance from the selected vendor and without the need for extensive database re-design or solution re-programming.

Note: The State understands that not all future adaptation needs would be able to be accommodated without re-programming, or by configurability alone. However, the State expects to be able to make such programming adaptations with the aid of instructions provided in the system documentation.

C.10.1 Standard interRAI Programming and NYS Custom Data

The selected vendor will be required to implement the following interRAI instruments, algorithms, clinical assessment protocols, and risk triggers (or their current versions at time of contract) as the core functionality of the UAT:

- interRAI Community Health Assessment_V09_Sept_2006
- interRAI Functional Supplement_V09_Sept_2006
- interRAI Community Mental Health Supplement_V09_Sept_2006
- Eight Suite Scales related interRAI formats V09_Sept_2006
- Triggers for Functional Supplement and Mental Health Supplement
- Suite Clinical Assessment Protocols (CAPs) (v1.1 standard 4.16.08) and related triggers
- NYS “Level of Care” algorithm (*currently in development*)
- Resource Utilization Group III Home Care (RUG III HC v1.2a) grouping system

All of the above are available through interRAI or NYS. interRAI-specific instruments require the selected vendor to secure an interRAI license. See *Attachment 21 interRAI Vendor License Agreement - Exhibit A.doc* for the interRAI license/royalty agreement for this project. See *Attachment 30 UAT interRAI Programming.zip* for the named interRAI instruments. See *Attachment 29 UAT NYS Specific Data Elements.zip* for the named NYS custom data. See *D.1 Cost Proposal and Administrative Envelope* for important information.

The above items involve data collection and automated calculation per interRAI algorithms to produce the desired outputs.

Note: These algorithms may be updated by interRAI between the time of this RFP issuance and the time of contract execution and project start. The State requires current versions of all algorithms to be implemented.

NYS DOH has specific data and algorithms that will also have to be implemented to adequately support NYS long term care programs. Specific details pertaining to these NYS algorithms will be identified during the project.

Note: Service planning capabilities are outside the scope of this project. Service planning activities will be conducted external to the UAT.

C.10.2 Data Requirements

The following subsections describe the requirements pertaining to the data the UAT will be required to accommodate.

C.10.2.1 Pre-defined Data Sets

The State has and maintains data sets (i.e. reference data) that must be used by and/or incorporated into the solution. Details pertaining to any/all pre-existing data sets will be available at the start of the project.

C.10.2.2 Assessment Data

The selected vendor solution must achieve the following data requirements:

1. The UAT must provide a data model that will accommodate the following:
    - all data elements per the identified interRAI instruments; see *C.10.1 Standard interRAI Programming* for details;
    - any new data elements required by the UAT to support a fully electronic assessment;
    - any NYS-specific data elements necessary to support service planning for NYS specific long term care programs; see *Attachment 29 UAT NYS Specific Data Elements.zip* for clear indication of New York State specific data alterations;
    - capture of assessor and provider identification;
    - data elements and/or reference data required to support timely export of data to NYS DOH OHIP Data Mart and the interRAI organization.
2. Wherever applicable, the UAT must align data elements with national standards (such as, but not limited to, the HL7 standards/messaging for Health Information Exchange). The solution may vary from this specification where appropriate and as specified and/or approved by the State.
3. The solution must incorporate known state and national data sets (see *C.10.2.1 Pre-defined Data Sets*). Where possible, these data sets should be presented to the user as selectable items, drop down lists, or other easy and accurate methods that ensure accurate data creation.
4. The solution must accommodate annual or other periodic updates to database table values or pre-defined data sets while maintaining the integrity of recorded assessment data.
5. The UAT must capture user information.
6. The UAT must account for each unique patient and provide a process to identify patients who have been duplicated in the system.
7. When an assessment is processed, the UAT must assign a unique identifier to each assessment record and accurately associate each assessment record to the uniquely identified patient. Each patient will have more than one assessment. Unique patient and assessment identifiers must not use the person's social security number, medicaid number, or other personally identifiable information.
8. The solution must restrict data selection options or input based on data the user has already selected, where applicable.

9. The solution must be designed to correctly incorporate use of the ICD 9 data set. This data set is version/date specific; all assessments conducted during the time period valid for use of ICD 9 must use ICD 9 values per the ICD 9 specification.

   Note: The Centers for Medicare and Medicaid Services (CMS) will be issuing a revised disease classification data set, ICD10. This revised data set will be significantly larger and contain changes to the data specifications.

   The solution must also be designed in such a manner to be able to accommodate this updated ICD 10 data set and data value specifications.

10. Given the size of the ICD and NDC data sets, the DOH will provide short and medium lists of most common items found in long-term care populations; the solution must allow users to first select from the short list, then the medium list, and finally the full list as necessary.

11. The UAT must restrict users from providing data that is not valid for the specific item of the assessment. This may be achieved via edit messages or by making other response options unavailable.

12. The solution will be required to populate corresponding related information when appropriate.

13. The solution must provide default values where permissible by the data specification.

14. The solution must display messages after data is entered for a given item to alert the user of data problems (e.g., data out of range or inconsistent with other information), and allow the user to immediately modify the data.

15. The solution must ensure data edits and validations processes are run and must *not* provide the user with the option to skip data validation edits. There are two types of edits:

    - soft edits—which identify and query entries and provide a “warning”, but accept the entry upon the users approval, and
    - hard edits—which identify and query entries which must be corrected before the data can be recorded.

16. The solution must account for situations where the user is unable to provide more accurate data (this is referred to as “missing value variable”—this must conform to the data specification), or where the user has provided data that conflicts with other information on the record but that the user has refused to change it (this is referred as a “bypass variable”).

17. The solution must provide the user with the option of accepting, where appropriate, the data as provided despite data edit validation failures. The solution must track when a soft edit has been performed and the values accepted by the user as accurate to their knowledge.

18. The solution must allow users completing assessments to enter notes at the end of each domain and for an assessment case.

19. The selected vendor will be required to identify and develop procedures and capabilities to support on-going maintenance and updating of any long term care assessment-specific reference data values.

C.10.3 General Administration

The State anticipates that proposed solutions may include reference data or solution capabilities (e.g. role provision management, gazetteer data, medical facilities, etc.) which will require periodic maintenance in the form of changes or updates, or which may need to be updated based on changes to business rules.

To ensure ease of use for general management and administration of the solution, the State has the following requirement:

1. Any reference data or solution capability which may require periodic maintenance, and which can/should be performed by someone other than a database administrator or system programmer, must be available through an easy to use graphical user interface.
2. Any such updates must not affect previously created records, except where appropriate.

C.10.4 Audit and Transaction Logging Requirements

The solution must include audit and transaction logging on specific activities. The State anticipates having an audit and transaction logging service available at the time of the project that *may* accommodate some of the audit and transaction logging needs of the program.

The specific details pertaining to what will need to be logged and when will be provided at the start of the project.

C.10.5 User Access

The NYS DOH's Health Commerce System (HCS) governs user access to NYS DOH applications. Each UAT user will be given an HCS user ID. That HCS user ID will have associated properties, such as what applications the user may access, what role(s) the user has for each of those applications, and other characteristics associated with the user or role. Special characteristics may include:

- the local district (singular *or plural*) over which the user has local district authority, including the option for "all";
- the provider(s) (singular *or plural*) over which the user has provider administration authority;
- the provider(s) (singular *or plural*) on whose behalf the user has been granted authority to conduct assessments, including a default provider.

When a user starts the UAT application, the HCS will provide to the UAT application the user's ID, assigned role, and any associated privilege data, per the above items. The State has the following related requirements for the proposed solution:

1. The State requires that the solution use the HCS for purposes of user log-in, authentication, and UAT role assignment. Any and all users of the solution, regardless of role or type, must access the system via the HCS.

   The final solution must not include any mechanism to directly access the solution outside of the HCS access protocols. The selected vendor will be required to take reasonable steps to ensure that no alternate, subversive, "back door," or other system access mechanisms exist in the solution.

   Note: The State recognizes that the selected vendor may have to implement capabilities which mimic the State's technology environment—such as the State's cookie

permissions process—in order to work in the development environment. In such cases, this code must be suppressed *or removed* when the solution runs in the State's technology environment.

The Department's Commerce development unit, BHNSM, and NYS DOH CISO will work with the selected vendor to coordinate their integration efforts with the HCS.

2. The UAT must enforce each user's authority in the UAT (i.e. access to data, actionable capabilities, limited values, default values, etc) based on their assigned role, the access rules of that role, and other associated characteristics for the user or role.
3. The UAT must automatically recognize when a user is assigned local district jurisdictional authority (user profile-based) and enforce the rules of that authority.
4. The UAT must automatically recognize when a user is assigned provider administration authority (user profile-based) and enforce the rules of that authority accordingly.

C.10.6 Role Provisioning

The HCS will establish the roles applicable to the UAT. The UAT will be responsible for establishing the details defining each role—i.e. role provisioning.

1. The UAT must provide a means for configuring access rules for roles; the role configuration capability must include the ability to specify:
   - what data a given role may access (such as an entire assessment, an assessment domain, an assessment item, an assessment calculation or output);
   - what authority (e.g. add/edit/view) a given role has over the data,
   - what actions a given role has authority to trigger (see *C.10.14 Actionable Capabilities* for details).
2. The UAT must enable a user (with the appropriate authority) to provision a new role based on settings of an existing role.
3. The UAT must provide a means of printing a summary of any given role.

C.10.7 Institutional Facility Participation and Administration

Assessments are conducted on behalf of named providers. Users who are responsible for conducting assessments may be associated with one or more providers. Each provider retains the authority to specify which users may conduct assessments on their behalf.

1. The UAT must restrict users to selecting only those providers on whose behalf they have been granted permission to conduct assessments.
2. The UAT must provide a means for users to set one provider, on whose behalf they have been granted authority to conduct assessments, as their default provider.
3. The UAT must pre-populate a user's default provider information when the user begins participation on an assessment. The solution must also provide the user with the ability to select a different provider from their list of authorized providers.

C.10.8 Assessment Access Rules

The following requirements pertain to user access to assessments.

1. The UAT must enforce the following assessment access rules:
    - Any user who has been assigned local district authority may access any assessment that identifies that user's local district as the district with fiscal responsibility for the patient, regardless of assessment status.
    - Any user who has been assigned to an assessment (or case) may access that assessment at any time so long as they remain associated with the district named on the assessment, regardless of assessment status.
    - Any user who has been assigned provider authority may view any assessment on which the provider is named, regardless of assessment status.
    - Any user who has completed an assessment may access that assessment at any time so long as they remain associated with the provider named on the assessment, regardless of assessment status.
    - Any user who has been delegated participatory authority over an assessment may access that assessment to the degree specified by the delegator and per their role.
2. The UAT must restrict what data any given user may view, add, or edit based on the user's role or the authority otherwise granted by participation request.

C.10.9 Offline Capabilities

In many instances, assessments may be conducted in homes where internet access is not available. As such, the UAT must include the ability for an assessor to work offline. Any proposed solution must achieve the following requirements in this capacity:

1. The proposed solution must include the ability for users to work with a select, limited, secured data set necessary to conduct an assessment from a portable computer (e.g. laptop) that is not connected over the network/internet to the server. This is referred to as "working offline."
2. The ability to work offline must enable users to conduct a full assessment, with all edits, audit and logging controls, data validation rules, and lookup capabilities (except where such lookup tables connect real-time to non-UAT databases), and results calculations.
3. The proposed solution's offline capability must automatically populate (i.e. synchronize) the server database with updated data or new assessments upon connection. This connection must comply with all security and user access requirements as specified in this RFP and its related attachments.
4. Any data stored on the laptop must be secured and encrypted per the security requirements of this RFP.

C.10.10 Interface Design Consideration

The State expects that some UAT users will have access to only a few assessments, while other users may have access to a large number of assessments. The State anticipates (but does not require) that each type of user will view and access assessments using a common or similarly designed user interface.

In order to ensure each user type will be able to function effectively, the State has the following user interface design requirements and points of consideration.

Note: It is not the State's intent to dictate user interface design, but to ensure that the user interface design accommodates the State's wide user audience needs, and affords that user base with reasonable flexibility in how they interact with the system. As such, the following items are requirements *or* points of consideration to be taken under advisement by the selected vendor as pertains to the user interface.

1. Users must be able to easily access their work items.
2. Users must be able to easily and dynamically organize and/or filter their work items based on criteria such as:
    - assessment status;
    - assessment filing date (or date range);
    - reminders for reassessments;
    - *other criteria may/will be identified during the project.*
3. Users must be able to set and save their work item organization, sort, and display preferences.
4. Users must be able to easily toggle the view of change history information for any given record or field.
5. The user interface must display only those fields the logged-in user has authority to view and/or edit; the solution must enforce data access authority according to role profile settings for the logged-in user.
6. The user interface must display only those actionable capabilities the logged-in user has authority to trigger; the solution must enforce the action capability authority according to role profile settings for the logged-in user.

C.10.11 Searching

The State anticipates that UAT users will have varying needs for searching, identifying, and retrieving assessments. Some users will not need to search while other users will. Search capability will be role-dependent.

In general terms, the State has the following requirements for UAT search capability:

1. The UAT must include the capability for users to search, view, and retrieve assessments; such capability must be restricted per user role.
2. In general terms, the UAT must provide the ability to search on the following parameters:
    - patient's last name,
    - patient's first name,
    - patient's middle name,
    - patient's date of birth,
    - medicaid ID number,
    - patient's county of residence,

- patient's gender,
- *other search parameters may be identified in the project.*

3. The specific parameters for minimal data required to execute a search will be defined at the start of the project. Essentially, the State requires the solution to restrict access to assessments, and provide (where applicable) only enough data for the user conducting the search to be able to perform a task.

C.10.12 Reporting Capabilities

The DOH anticipates the need to produce and print a variety of reports from assessments entered into the UAT. Some reports will be statistical in nature, provide insight into daily, monthly, and yearly workload volumes. Other reports will be program-specific to support service planning activities.

Note: Specific report data will be defined as part of the project.

The DOH has the following general reporting requirements.

1. The UAT should accommodate processing and output requirements including but not limited to:
   - list of needs,
   - CAPs for care planning and review,
   - case mix groups,
   - summary reports of recipient assessment profiles over time,
   - production reports by user,
   - ad-hoc reporting requests,
   - interactive assessment scales, triggers and CAPS (real-time), and
   - work flow between settings/users.
2. The UAT must include a Personal Health Summary report.
3. The UAT must include program-specific reports to support service planning.
4. The UAT must provide the option for reports to be generated in printable format, or editable electronic data format to be used by other applications.
5. The UAT must provide a library of standard assessment reports that allow authorized users to view summary and detail assessment data.
6. The UAT must provide the ability to control access to reports based on user roles and specified authority.
7. The UAT must provide the ability for authorized users to enter report selection criteria such as date range, assessment status, local district and other selection criteria.
8. All reports must include the option for users to specify whether they would like the data represented in the report in electronic, delimited format available for export.
9. All reporting capabilities must be subject to data access restrictions, which will be specifically defined in the project. For example, any given provider may only access/report on assessment data that pertains to them.

C.10.13 Data Export to DOH Analytical Platform and interRAI

The DOH is obligated to share data with interRAI and will need to transfer data to the DOH analytical platform.

To accommodate these exchanges, the DOH has the following requirements:

1. The UAT will be required to include the ability to routinely export assessment data for all assessments and reassessments in a format appropriate and as specified by the interRAI organization.
2. The UAT will be required to include the ability to routinely export assessment data for all assessments and reassessments in a format appropriate and as specified by the DOH analytical platform.

The specific details of the data format for each of these exchanges will be established during the project.

C.10.14 Actionable Capabilities

The State has identified actions that users would typically take in conducting an assessment or participating in the assessment process, or would be inclined to take in an electronic environment. These actions largely correlate to business rules and are intended to facilitate the following:

- compliance with New York State laws and the Health Commissioner's Administrative Rules and Regulations,
- ease of system use based on familiarity of formats, processes, and typical actions performed by UAT users in assessing an individuals long term care needs, and
- accurate and timely data entered into the system.

The State believes it has a reasonably complete list of actions the solution must accommodate, but acknowledges that there may be some actions it has not identified; the State believes this to be minimal.

The following are requirements pertaining to actionable capabilities:

1. The selected vendor will be required to work with the State to capture the business rules related to and governing each actionable capability. This business analysis will take place per project iteration. The items to be identified, per actionable capability, include but may not be limited to:
    - the user rights required to trigger the action,
    - the data status or other conditions which must be met to trigger the action,
    - the flow of activity that occurs when an action is triggered, and
    - the data status at the completion of the action.
2. Each action must be encapsulated within the solution such that it may be uniquely identified and applied/assigned to a role as a provision of that role. That is, each identified action must be role-configurable.
3. The selected vendor will be required to provide clear indication of what data elements are required to execute each of the identified actions. The State will need this information in

order to avoid assigning actions to roles that may not have the appropriate authority over data elements required by the action.

4. Each action will have its own set of specific rules and requirements for how it must be implemented in the solution; the solution must enforce the rules governing each action.
5. The UAT must accommodate role-configurability of the following actionable capabilities:
    - Provision a new role.
    - Provision a new role based on existing role.
    - Modify the provisions of an existing role.
    - Print a summary of a role.
    - *General administration activities to be defined in-project pending proposed solution (e.g. update gazetteer data, update facilities, etc.)* .
    - Initiate a new assessment (as assessment owner).
    - Initiate a reassessment.
    - Initiate a new assessment on behalf of associated provider.
    - Initiate a reassessment on behalf of associated provider.
    - Assume assessment ownership.
    - Assign assessment ownership to another user.
    - Transfer assessment ownership to another user.
    - Accept or reject assessment ownership.
    - Transfer assessment ownership to another local district.
    - Transfer assessment ownership to another provider.
    - Change assessment information for finalized assessment.
    - Abandon an assessment (prior to finalizing).
    - Update assessment information prior to finalization.
    - Request user participation on an assessment.
    - Mark assessment ready for finalization.
    - Merge duplicate assessments.
    - Merge duplicate patients.
    - Finalize an assessment.
    - Search assessments.
    - Print watermarked working draft copy of assessment.
    - Print non-watermarked copy of assessment.
    - Print blank assessment form.
    - Print reports.
    - Submit updates assessment information for finalized assessment.

- Accept or reject finalized assessment corrections.
- Produce reports.
- Run data extract/transfer processes.
- Download assessments for working offline.
- Upload assessments from working offline.

C.11 Beta / User Acceptance Program Requirements

The State requires the solution be made available to New York State users in a specified region and for specific program use as part of a beta/user acceptance program prior to final candidate verification and validation efforts, and prior to pilot implementation activities. The State expects the beta / user acceptance program to operate for a minimum of one month, but not to exceed three months. The State (not providers or other users) retains the authority to decide user acceptance and conclude the Beta program.

Users will participate in the beta program by entering "mock" data under real-life scenarios, and will provide their feedback based on their experience. The beta/user acceptance program target audience will include the following participants:

- **New York State staff**. These will be State employees who will be required to fully operate with the UAT on the first day of the pilot implementation, and therefore will be participating in the beta program as a means of becoming familiar with the system and providing feedback to its use.
- **Nurses and Local District and Agency Staff**. These will be users who conduct assessments within the selected pilot implementation region; these participants will include nurses and local district and agency staff.
- **Provider Administrators**. These will be users who work for providers in administering assessments within the selected pilot implementation region; these participants will include provider administrators.

The objectives of the beta/user acceptance program are:

- to identify unanticipated user or use case issues—as obtained from reasonably broad audience use—that would require system or design changes;
- to verify that all aspects of support and training are viable to support and prepare users during a live pilot;
- to verify that all types of assessment and assessment outputs can be processed fully and are working acceptably;
- to ensure NYS DOH CISO satisfaction with system security.

For each of these objectives, the State in conjunction with the selected vendor, will define specific criteria that will be used to determine beta conclusion.

While the State has not explicitly required that all functionality (interfaces, exchanges, etc.) be completed by the time of the beta, the State *highly recommends* that the beta/user acceptance period be viewed as a field test of a *completed* system, given that the final candidate cycle will immediately follow the beta/user acceptance period.

The State's requirements of a beta/user acceptance program are:

1. The selected vendor will be required to plan and conduct a beta/user acceptance program. The beta program will involve State staff as well as users in the beta region(s) entering mock data, and will exercise all available aspects of the UAT.
2. The selected vendor will be required to develop and maintain a detailed project plan for the beta program, subject to State approval.
3. The selected vendor will be required to obtain the State's *written* authorization prior to proceeding into a beta program. Specific measures to qualify for State authorization to begin a beta/user acceptance program will be determined during the project.
4. Conclusion of the beta program will further depend on the reliability of the solution and its readiness for final candidate inspection.
5. The selected vendor will be required to make available to State staff and a selection of users a stable, completely configured beta version of the system within State's IT environment. Because the production environment is the only environment accessible to external users, the State expects the beta to be conducted via the production tier. The selected vendor will also be required to "clean" the production environment from beta activity data in preparation for pilot activities.
6. In preparation of the beta, the selected vendor will be required to deliver the specified training program and associated materials as a component of beta activities. See *C.6 User Training Program and Materials Requirements* for details.
7. The selected vendor will be required to respond to beta feedback by fixing, making corrections, making adjustments, documenting, or other activities that support achievement of end-to-end use of the system by all users and complete processing of assessments, as well as all data exchanges.

   Note: User feedback will be governed and prioritized (including rejected) by the State.
8. The selected vendor will be required to use appropriate tools for documenting and tracking corrective actions in response to issues identified in the beta. Issues will be governed and prioritized by the State; completion of corrections will be subject to the State's approval.
9. The selected vendor will be required to ensure that all security measures are in place and being monitored during the beta program. See *Attachment 24 UAT Security Requirements V4.1 2-9-2010.pdf* for the specific security requirements.
10. The selected vendor will be required to make changes and/or corrections to the training materials based on user feedback.
11. The selected vendor will be required to provide the following support during the beta program:
    - technical support for technical and system administration staff;
    - user support for field and State users;
    - monitoring and reporting of UAT usage and assessment volumes.
12. The selected vendor will be required to provide user support, at a level acceptable to the State and in concert with training, during the beta program. Support must be available during core business hours (8a.m. to 5p.m. eastern time) and consist of:

- help-desk support,
- availability and use of product-trained technicians,
- help-desk ticket response time standards (follow-up and resolution),
- help-desk ticket escalation and resolution model and ticket status reporting,
- schedule of Help-desk hours of operation and availability,
- toll-free Help-desk phone number, and
- periodic reports of all calls received.

Average hold time must not exceed three minutes. The selected vendor will be required to deliver feedback to the State regarding system user support requests.

13. The selected vendor will be required to provide operational technical/systems support to the State for system maintenance and administration during the beta program.
14. The State may create new test plans and/or cases for any and all issues identified during this program. These new plans and/or cases will be added to the final candidate verification and validation plan for re-verification.

C.12 Pilot Implementation Requirements

The State requires that the solution be piloted prior to State acceptance and broader, state-wide rollout and use. The State expects the pilot not to exceed three months duration. Specific measures to qualify for State authorization for pilot activities will be determined during the project. Because the pilot will be the first live operation of the system, the State expects all quality goals to be met and all capabilities of the system to be fully and completely implemented. The following subsections describe the requirements and expectations of a pilot.

At the start of the pilot, the solution's user interface will be presented to a selection of assessors and other system users in a specified region. The region will be identified in the project.

The pilot target audience will include the following participants:

- **New York State staff**. These will be State employees who will be required to fully operate with the UAT on the first day of the pilot implementation, and therefore will be participating in the beta program as a means of becoming familiar with the system and providing feedback to its use.
- **Nurses and Local District and Agency Staff**. These will be users who conduct assessments within the selected pilot implementation region; these participants will include nurses and local district and agency staff.
- **Provider Administrators**. These will be users who work for providers in administering assessments within the selected pilot implementation region; these participants will include provider administrators.

C.12.1 Pilot Objectives

The State's objectives behind conducting a pilot implementation are three-fold:

1. To prepare, enable, and support the use of the UAT to conduct assessments, run reports, and begin producing service plans.
2. To prove system viability and readiness for broad state-wide use by conducting pilot activities for a period of time not to exceed three months, and proving the UAT is secure, sustainable, and supportable prior to State ownership and full state-wide use.

Proving system viability will include providing training materials to field users, enabling the acceptance of completed assessments, responding to user needs, resolving issues identified by users (as governed by the State), resolving security or administration issues identified by State users, and resolving outstanding issues that were identified during the development phase of the project but not resolved (at the State's discretion) upon authorization by the State to proceed with the pilot.

3. Obtain data to contribute to further state-wide implementation planning.

   The State will conduct state-wide implementation activities after the pilot. In order to ensure the effectiveness of the strategy and tactics it may or will employ during state-wide implementation, the State will require a variety of data for planning purposes. The pilot implementation will provide the data the State needs for planning further implementation and use activities.

C.12.2 Pilot Participants

The State has not yet finalized its decision regarding the specific region(s) that will be included in the pilot, but is taking steps to assess potential region(s) and participants.

C.12.3 Pilot Implementation General Requirements

The following are the general requirements for the pilot implementation:

1. The selected vendor will be required to plan and conduct a pilot implementation. The pilot implementation will involve State staff as well as users in the pilot region(s) entering live data, and will exercise all aspects of the UAT live solution.
2. The selected vendor will work in cooperation with the State or its delegate in planning for and executing the pilot implementation.
3. The selected vendor will be required to develop and maintain a detailed project plan for the pilot implementation, subject to State approval.
4. The State expects that the pilot will be conducted over a period of time not to exceed three months, beginning after the conclusion and acceptance of final candidate evaluation by the State, and with the State's *written* authorization to begin live use.
5. Conclusion of the pilot activities will further depend on the reliability of the production environment and successful exercise of all UAT capabilities and use by all types of users. The State will conclude the pilot at its discretion.
6. The selected vendor will be required to have established:
   - a completely configured beta/training system within the State's IT environment,
   - a completely configured production system.
7. In preparation of the pilot, the selected vendor will be required to deliver the specified training program and associated materials as a component of pilot activities. See *C.6 User Training Program and Materials Requirements* for details.
8. The selected vendor will be required to respond to pilot feedback by fixing, making corrections, making adjustments, documenting, or other activities that support achievement of end-to-end use of the system by all users and complete processing of assessments, as well as all data exchanges.

   Note: User feedback will be governed/prioritized (rejected if appropriate) by the State.

9. The selected vendor will be required to ensure that all security measures are in place and being monitored during the pilot implementation. See *Attachment 24 UAT Security Requirements V4.1 2-9-2010.pdf* for the specific security requirements.
10. The selected vendor will be required to update training materials based on feedback obtained from trainees during the pilot implementation. Updated training materials must be completed by the end of the pilot implementation and prior to final payment.
11. The selected vendor will be required to provide the following support during the pilot implementation:
    - technical support for technical and system administration staff;
    - user support for field and State office users;
    - monitoring and reporting of UAT usage and assessment volumes.

    NYS DOH does not have a preferred help desk tool and expects the vendor to propose a tool appropriate and adequate to meet the requirement.
12. The selected vendor will be required to use the appropriate tools for documenting and tracking corrective actions in response to issues identified in the pilot. Issues will be governed and prioritized by the State; completion of corrections will be subject to State approval.
13. The selected vendor will be required to provide extensive user support, at a level acceptable to the State and in concert with training, during the pilot program. Support must include:
    - a help desk available during core business hours (8a.m. to 5p.m. EST),
    - product-trained technicians,
    - help-desk ticket response time standards (follow-up and resolution),
    - help-desk ticket escalation and resolution model and ticket status reporting,
    - schedule of Help-desk hours of operation and availability,
    - toll-free Help-desk phone number, and
    - periodic reports of all calls received.

    Average hold time must not exceed three minutes. The selected vendor will be required to deliver feedback to the State regarding system user support requests.
14. The selected vendor will be required to produce a report describing their findings in conducting the pilot implementation and suggest a broader implementation strategy.

C.13 Implementation Requirements

After the DOH has accepted the solution from the vendor, to assist the DOH and to ensure successful rollout of the solution to state-wide users, the DOH has the following requirement of the selected vendor:

1. The selected vendor will be required to provide staff to continue to support, maintain, and augment the solution as additional requirements are identified in the course of implementation and state-wide rollout. This activity is referred to as system evolution. See section *C.1.1.8 Transition of Ownership and System Evolution* for more details.

D Proposal Submission Requirements

To submit a proposal in response to this RFP, you will assemble *two separately sealed envelopes/packages*, each containing specific information described in the following sections. The two envelopes/packages to assemble are:

- Cost Proposal and Administrative Envelope/Package;
- Technical Proposal Envelope/Package.

You may place each of the two *separately sealed* envelopes/packages into a single package and deliver it according to the instructions described in section *E.3 Submission of Proposals*. Or, you may deliver the two separately sealed packages, appropriately marked, according to the instructions described in the referenced section.

DO NOT email your proposals to the contact email address. Such email will ***not*** be accepted and will be deleted unopened.

Each envelope/package will contain mandatory and required materials:

Mandatory items are those items that must be included with your proposal in order to be evaluated and scored. Proposals missing mandatory items will be eliminated from consideration as non-responsive. Mandatory items are clearly indicated.

Required items are those items that must be available for selection. If required items are not available for selection, the State will notify the vendor and fifteen business days for the vendor to provide the item(s). If the vendor in question does not reply in the allowed time, they will be eliminated as non-responsive. The State prefers that all required items be included with your proposal submission.

Note: Attachments 19 – 21 are required for contract execution.

Proposals must be signed by an official authorized to bind the vendor to its provisions. Proposals which do not address the requirements of this RFP will be considered non-responsive, resulting in rejection of the proposal.

The State reserves the right to request clarification from individual vendors regarding any proposal content they submit.

D.1 Cost Proposal and Administrative Envelope

Vendors are required to provide cost-related and administrative information with their proposals, hereby referred to as the Cost and Administrative Proposal. The cost proposal and administrative envelope/package must include the following items in the specified order.

#	Item	Proposal Submission
1	Vendor Proposal Checklist: *Attachment 01 UAT Vendor Proposal Submission Checklist.doc*	Optional
2	Transmittal Letter: *Attachment 02 UAT Transmittal Letter.doc*	Mandatory
3	Bid Form: *Attachment 03 UAT Bidform 11-8-06.doc*	Mandatory

#	Item	Proposal Submission
4	Cost Proposal Form: *Attachment 04 UAT Cost Proposal Form.doc*	Mandatory
5	Vendor Responsibility Questionnaire [http://www.osc.state.ny.us/vendrep] (online) *and* Vendor Responsibility Attestation, *Attachment 05 UAT Vendor Response Attestation.doc.* ***Or*** Vendor Responsibility Questionnaire paper form (available on the New York State, Office of State Controller website [http://www.osc.state.ny.us]) *and* Vendor Responsibility Attestation, *Attachment 05 UAT Vendor Response Attestation.doc.*	Required
6	Vendor References: *Attachment 06 UAT Vendor References Form.doc*	Required
7	If New York State Certified Minority and/or Women Owned Business Enterprises, provide evidence of your status. ***Or*** If not New York State Certified Minority and/or Women Owned Business Enterprises, complete *Attachment 07 UAT Bidder MWBE Utilization Form.doc*.	Required
8	Contractor Certification to Covered Agency (ST-220-CA): *Attachment 08 UAT st220ca_606_fill_in.pdf*	Required
9	State Consultant Services Form A: *Attachment 09 UAT Form_a[1].doc*	Required

Vendors are required to provide copies of all proposal submission materials:

- Five (5) original copies, 3-ring bound. *Please do not submit coil, spiral, wire, or staple bound materials.*
- Two (2) electronic copies on CD or DVD. Electronic copies must be in Adobe Reader 8 or 9 format, or other *commonly accessible* electronic format.

Note: Do *not* include cost proposal and administrative materials on the technical proposal CD/DVD. Clearly label the cost proposal CD/DVD as "*UAT* – FAU 1005130955 – Cost Proposal – <*vendor name*>".

The cost proposal and administrative envelope/package must be labeled:

Company Name &
Contact Information

UAT RFP 1005130955

<Vendor Name>
Cost Proposal and Administrative Materials

Note: This contract does not allow for reimbursement of any expense incurred by the vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. Bidder pricing must be inclusive of any and all anticipated expenses.

The following sub-sections describe in detail the information required for each of the items to be included in this envelope. Items that are mandatory are indicated.

D.1.1 Vendor Proposal Checklist

The very first page of the Cost Proposal must be the Proposal Submission Checklist. This checklist is provided as *Attachment 01 UAT Vendor Proposal Submission Checklist.doc*. Complete the checklist to ensure you have included the specified materials in your proposal. This item is required, but not mandatory.

D.1.2 Transmittal Letter

Vendors are required to include in the cost proposal and administrative envelope a completed transmittal cover letter as provided by the State, *Attachment 02 UAT Transmittal Letter.doc*. This item is mandatory for proposal submission.

You may modify the provided form *only* to include your company information; numbered items as specified in the included attachment may *not* be modified or in any way notated to apply additional terms and conditions on the State. Inappropriately altered transmittal letters will result in bid elimination.

Key personnel must be available (i.e. “held”) at least until the estimated contract start date as shown in the Schedule of Key Events on the cover page of this RFP. Key personnel substitutions must be of equal or greater qualification, and are subject to State approval.

The Transmittal Letter must be signed in ink by an individual authorized to bind the vendor to its provisions.

D.1.3 Bid Form

Vendors are required to complete the Bid Form, *Attachment 03 UAT Bidform 11-8-06.doc* in its entirety and include it in the cost proposal and administrative envelope. This item is mandatory for proposal submission.

The amount specified on the bid form will be the bidding vendor’s total bid price for solution development, pilot implementation activities, the price for specified change order effort, the price for system evolution activities, and all associated costs required to deliver the solution in its entirety, *excluding* license costs. The amount specified on this form will be used in the evaluation process.

Note: Proposal submission price, represented on the Bid Form, must not exceed **$4,400,000**. Proposals bid prices that exceed this limit will not be considered.

Note: The bid form must *not* include the cost of licensing, if applicable. Licensing costs will be accounted for on the Cost Proposal Form *only*.

The Bid Form must be filled out in its entirety. The responsible corporate officer for contract execution must be listed. This document must be signed by the responsible corporate officer.

D.1.4 Cost Proposal Form

Vendors are required to complete the Cost Proposal Form, *Attachment 04 UAT Cost Proposal Form.doc*, print it, and include it in the cost proposal and administrative envelope. This item is mandatory for proposal submission.

Note: If you need or choose to modify the cost proposal form and in doing so fail to clearly convey the information as specified below, your proposal will be rejected as non-responsive.

Complete the Cost Proposal Form, providing the items identified below.

1. The Base Bid Price for the proposed solution. Do not modify this line.
2. The Price for 1,500 hours of Change Order Effort (see *C.1.2.2 Change Orders*). The dollar amount specified must be the average of all supplied labor category rates multiplied by 1,500 hours. Do not otherwise modify this line.
3. The Price for 3,000 hours of System Evolution Effort (see *C.1.1.8 Transition of Ownership and System Evolution*). The dollar amount specified must be the average of all supplied labor category rates multiplied by 3,000 hours. Do not modify this line.
4. *If applicable* the Price of 3rd Party Technology Licenses for technologies that are included in your solution and that (do not modify this line):
   - are not identified as a Department standard IT environment technology, and
   - will require the State to purchase license(s) or on-going support/maintenance in order to use the technology.

   Note: The State will pay for the costs of *standard IT environment technology* license costs separate from this RFP; such licenses include but are not limited to database, web server, application server, and hardware licenses. See section *C.1.3.2 Technology Stack* for supporting information.

   If you are uncertain whether a 3rd party technology, which is included in your proposal and which has associated costs, is considered by the State to be "standard IT environment technology," ask for clarification from the NYS DOH during the questions and answers period.
5. The Total Bid Price. This number is the total of lines one through four (above) and must match the price indicated on the Bid Form, *Attachment 03 UAT Bidform 11-8-06.doc*. Do not modify this line.
6. The Labor Categories and Rates, as applicable to this project. You may add lines as necessary.

D.1.5 Vendor Responsibility Questionnaire and Attestation

Vendors and major subcontractors engaged as part of the project are required to complete a Vendor Responsibility Questionnaire. Vendors may choose to complete the online form (described in section *E.11 Vendor Responsibility Questionnaire*) or a paper version of the form, which can be obtained from http://www.osc.state.ny.us/vendrep/templates.htm.

- **Online** — If you choose to complete the vendor responsibility questionnaire online, you are *also* required to complete the Vendor Responsibility Attestation form, *Attachment 05 UAT Vendor Response Attestation.doc* and include it in the sealed cost and administrative proposal envelope.
- **Paper** — If you choose to complete the vendor responsibility questionnaire in paper, you will include it in the sealed cost and administrative proposal envelope. You are *also* required to complete the Vendor Responsibility Attestation form, *Attachment 05 UAT Vendor Response Attestation.doc* and include it in the sealed cost and administrative proposal envelope.

The Vendor Responsibility Questionnaire and the Vendor Response Attestation, as applicable are required. The State reserves the right to eliminate any bidder it determines to be non-responsible.

Note: Vendors must be eligible to do business in New York State. This means that an out-of-state vendor must be authorized to do business in the state by having an Application of Authority approved by the NYS Department of State Division of Corporations. For more information, see http://www.dos.state.ny.us.

D.1.6 Vendor References

Vendors are required to provide no fewer than two and up to five recent (within the past five years) and relevant offices or private companies to serve as references for themselves and for major subcontractors they will engage as part of the project. The State will contact at least two references, and at its sole discretion may contact additional references.

Vendors must complete *Attachment 06 UAT Vendor References Form.doc* in its entirety and without modification.

D.1.7 Minority and/or Women Owned Business Enterprises

Vendors are required to complete *Attachment 07 UAT Bidder MWBE Utilization Form.doc*, the M/WBE Utilization Plan and submit this Plan with their bid documents.

The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBEs) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from a M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBEs is at least 20% (10% minority-owned and 10% women-owned) of monies used for contract activities. In order to assure a good-faith effort to attain this goal, the NYS DOH requires that bidders complete *Attachment 07 UAT Bidder MWBE Utilization Form.doc*, the M/WBE Utilization Plan and submit this Plan with their bid documents.

Bidders that are New York State certified MBEs or WBEs are not required to complete this form. Instead, such bidders must simply provide evidence of their certified status.

Failure to submit the above referenced Plan (or evidence of certified M/WBE status) may result in disqualification of the vendor from consideration for award if not provided as specified in section *D Proposal Submission Requirements*.

D.2 Technical Proposal Envelope

Vendors are required to provide technology-related information with their proposals, hereby referred to as the Technical Proposal.

The technical proposal envelope/package must include these items in the specified order:

#	Item	Proposal Submission
1	Project Information: *Attachment 10 UAT Project Information.doc* *(attachments 11-15 to support project management information)*	Mandatory
2	Project Staffing: *Attachment 16 UAT Project Staffing.doc*	Mandatory
3	Proposed Solution Technology: *Attachment 17 UAT Proposed Solution Technology.doc*	Mandatory
4	Security Qualification: *Attachment 18 UAT Security Requirements Deliverable.doc*	Mandatory

Note: Vendors may, where appropriate, provide additional separate documents for supplemental information necessary to adequately address the submission requirements.

Vendors are required to provide copies of all proposal submission materials:

- Twelve (12) original copies, 3-ring bound. *Please do not submit coil, spiral, wire, or staple bound materials.*
- Two (2) electronic copies on CD or DVD. Electronic copies must be in Adobe Reader 8 or 9 format, or other *commonly accessible* electronic format.

Note: Do *not* include cost proposal and administrative materials on the technical proposal CD/DVD. Clearly label the cost proposal CD/DVD as "*UAT* – FAU 1005130955 – Cost Proposal – <*vendor name*>".

The technical proposal envelope/package must be labeled:

Company Name &
Contact Information

UAT RFP 1005130955

<Vendor Name>
Technical Proposal

The following sub-sections describe in detail the information required for each of the major topics to be included in the binder.

Note: All items are mandatory and used for scoring and point award; mandatory items are clearly identified. Proposals must include required components to be considered; proposals missing *mandatory* items will be eliminated.

The State reserves the right to request clarification from individual vendors regarding any proposal content they submit.

D.2.1 Vendor Project Information Tab

For the first tab in the Technical Proposal binder, vendors are required to provide project-related information describing their experience and qualifications, and how the specified activities will be conducted on this project. This item is mandatory for proposal submission.

Note: For instances where the work related to a requested piece of information will be conducted by a subcontractor, vendors are required to identify the subcontractor, and provide the relevant information as pertains to that subcontractor.

The project information tab must contain the following:

- Vendors must complete *Attachment 10 UAT Project Information.doc* in its entirety. Detailed information regarding what is being requested is provided below.
- Vendors must complete attachments 11 – 15 in support of the Initial Project Plan (below).
- Provide, as additional, separate documents within this tab of the binder, any information necessary to adequately address the proposal submission requirements.

Vendors are to provide the following information, clearly separated in section per numbered item below:

1. **Health, Long Term Care, or Enterprise Project Experience:**
    - Describe your organization's experience with health care or long-term care programs and related software applications; if you have an existing solution that you propose to deliver/modify, include a listing of modules, summary capabilities, and the states or other entities that are using it; if you have conducted health or long-term care projects with other states as a contractor or subcontractor, list the projects, dates, states/clients involved, and include a summary of the project and final result; if you have no experience with health or long-term care programs or software systems, you may substitute commensurate experience with similar type and size enterprise systems.
2. **Experience with the State's Technology Stack:**
    - Using actual projects conducted by your organization and the proposed staff, and referencing specific examples from those projects: describe your organization's experience designing and implementing applications in a services oriented architecture environment; describe your organization's experience with the State's described technology stack and environment; describe your organization's experience using Java and Oracle.
3. **Formal and Documented Project Processes:**
    - **Models:** Describe your organization's level of Capability Maturity Model (CMM) assessment or International Standards Organization (ISO) certification (if any); if

not CMM or ISO certified, provide formal documentation describing your formal and repeatable development project processes; specify how you will use them on this project; specify and use as an example one project that you conducted using an iterative development cycle; clearly indicate what tools you currently use for requirements, use case, specifications, test case, source code, and incident management.

- **Coding Quality:** Describe your organization's formal processes regarding systems architecture, database analysis and design, code reviewing, and programmer mentoring; specify how you will use them on this project; provide an example project that you conducted where those processes were employed and describe the outcome.
- **Software Quality Assurance:** Describe your organization's formal processes regarding software quality assurance and software testing; include the level of authority granted the quality assurance/testing organization/team and its leadership; specify how software quality assurance and testing will be conducted on this project; provide an example project that you conducted where those processes were employed and describe the outcome.
- **Software Usability:** Describe your organization's formal processes regarding usability, user-centered design, and ease of use validation; specify how software ease of use will be achieved on this project; provide an example project that you conducted where those processes were employed and describe the outcome.
- **System Performance:** Describe your organization's formal processes regarding designing for and verifying system performance and scalability; describe one example of how you achieved a system performance goal and what was the goal; describe how you achieve incremental system performance improvements in your solution and what those incremental improvements are; specify how you will use these practices on this project; provide an example project that you conducted where those processes were employed and describe the outcome.
- **Technical and System Administration Documentation; User Documentation; Training Materials:** Describe your organization's formal process regarding development and maintenance of technical systems documentation, system administration documentation, user documentation, and training materials; specify how these processes will be conducted on this project; provide an example project that you conducted where those processes were employed and describe the outcome.
- **Customer Service and Technical Support:** Describe your organization's formal processes regarding customer service, technical and user support; specify how these activities will be conducted on this project; provide an example project that you conducted where those processes were employed and describe the outcome.

4. **Project Management:**
    - **Formal Project Management Practice:** Provide a full description of your formal project management processes, including the life cycle, project planning, monitoring and reporting, change control, risk identification and management, and communications. Specify how these activities will be conducted on this project.

- **Experience:** Describe and demonstrate previous experience and proficiency in managing projects of similar size and scope as this project, and in providing full project management, planning, monitoring, supervision, tracking, and control for all project activities for which you were responsible.
- **Alternate Methodology:** If proposing an alternate project management methodology and standards, clearly indicate your intent to use project management methodology and standards that are aligned with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) and that are codified in the NYS Department of Health (NYSD DOH) Project Management Field Guide – Contractor Edition (DOH PMFG-CE) **OR** an alternate industry standard or proprietary project management methodology.
- **Initial Project Plan:** Provide a project plan comprised of: Microsoft Project Schedule, Communications Plan, Risk Management worksheet, Project Scope and Project Charter, and proposed iterations. See attachments 11-15 and complete as appropriate. The project plan documents must encompass all selected vendor aspects of this RFP and account for the State's standard work day (8 a.m. to 5 p.m. Eastern Time) and standard New York State holidays. Identify internal and external risks that may affect the project plan in the Risk Management plan. Specify your requirements of State staff roles and time (specifically what State staff roles you require, and how much of their time will be required for this project). Include detail regarding what your onsite requirements will be.

D.2.2 Vendor Project Staffing Tab

The second tab in the Technical Proposal binder will be for project staffing information. Vendors are required to provide project-staffing information with their proposals. This item is mandatory for proposal submission.

The project information tab must contain the following:

- Vendors must complete *Attachment 16 UAT Project Staffing.doc* in its entirety and without modification.
- Provide copies of key staff resumes.
- Provide, as additional, separate documents within this tab of the binder, any information necessary to adequately address the proposal submission requirements.

Note: The State expects that the proposed key personnel will be the ones assigned to the project. In the event that replacements are necessary prior to contract execution, proposed replacements must be of comparable qualification, and will require DOH approval

The project staffing tab must contain the following:

1. **Summary of Key Personnel:**

   Vendors are required to complete the Project Staffing form by including a summary of key people, including subcontracted staff, who will be assigned to this project. Summary information includes: the names, years of technical experience, years of professional experience, skills, areas of expertise, and two references; clearly indicate what aspect of the project they will be involved in, what their roles will be, and the percentage of time they will be allocated exclusively to this project (clearly indicate when any person is not exclusively assigned to this project).

The State considers the following people/roles to be "key" to the project:

- Project Manager
- Technical Lead
- DBA / Database Designer
- Quality Assurance Lead
- Business Analyst
- Security Lead
- Training Lead

Note: With the exception of the Business Analyst and the Training Lead, the State will not allow the above-named key participants to function in a dual capacity.

2. **Key Personnel Resumes:**

   Provide, as additional documents within this tab, a copy of each person's resume.

   The State reserves the right to check references for validation purposes for any, all, or none of the proposed staff at its discretion. The State reserves the right to reject any proposed project team member.

All information provided in this tab is mandatory and *will* be scored and awarded points.

D.2.3 Vendor Proposed Solution Technology Tab

The third tab in the Technical Proposal binder will be for proposed technology information. Vendors are required to provide information pertaining to the solution technology. This item is mandatory for proposal submission.

The State will *only* consider fixed price bids for the following technologies:

- JEE and XML web-based solutions that employ a thin client, middleware services, and a backend Oracle database data tier.

The proposed solution technology tab must contain the following:

- Vendors must complete *Attachment 17 UAT Proposed Solution Technology.doc*.
- Provide, as additional, separate documents within this tab of the binder, any information necessary to adequately address the proposal submission requirements.

All information provided in this tab is mandatory and *will* be scored and awarded points.

For vendors with an existing solution, provide the information below in the context of that solution or intended modifications. For vendors proposing to build a new solution, provide the information below in the context of what you propose to build.

Vendors are to provide the following:

1. **Solution Technical Design and Architecture:**

   Describe in detail your proposed solution's design and software/technical architecture, including interoperable components, frameworks, modules used, location of business logic and processes, and where data edits occur. Describe in detail middleware technology, 3rd party technology or components, application layers and interfaces.

D.2.4 Vendor Security Qualifications

The fourth tab in the Technical Proposal binder will be for the vendor's security qualifications. Vendors are required to provide information pertaining to solution security. This item is mandatory for proposal submission.

The security qualifications tab must contain the following:

- Vendors must complete *Attachment 18 UAT Security Requirements Deliverable.doc*.
- Vendors may provide additional attachments within this tab as necessary to address the requirements of the attachment.

Vendors are to provide the following:

1. **Security Qualifications:**

   Complete *Attachment 18 UAT Security Requirements Deliverable.doc*.

D.3 Method of Award

At the discretion of the State, all bids may be rejected.

In the event of a tie, the determining factor(s) for award, in descending order of importance, will be:

- Lowest cost
- Minority/Women-owned Business Enterprise (MWBE) utilization
- Past experience
- References

Vendor proposals will be scored according to the following:

Cost Proposal 30 %			
Total Bid Price as Stated on the Bid Form			
Technical Proposal 70 %			
Project Information	Project Staffing	Solution Technology	Security

Note: The State reserves the right to clarify any vendor's proposal content; such clarifying discussions do *not* constitute selection, award, or contract negotiation.

D.4 Vendor Cost Proposal Evaluation

For cost proposals, the lowest priced proposal will receive 30% of the total available points. The score for the remaining proposals will be calculated according to the following formula:

Cost Proposal Score = P/Q * (30% of total available points).

Where:

P = Price of lowest priced proposal

Q = Price for bidder being scored

D.5 Technical Proposal Evaluation

The State's bid evaluators will individually and independently score each vendor in the specified categories based on the information provided in the Technical Proposal envelopes. Final scores will *not* be reached via consensus.

D.6 Eliminations

Proposals will be eliminated from consideration based on the following points of evaluation:

1. Vendors who propose a solution that does not conform to the technologies the State is willing to consider will be removed from consideration. See section *C.9.1 Technology Considerations* for details.
2. Vendors who do not meet the mandatory proposal requirements will be removed from consideration. See sections *D.1 Cost Proposal and Administrative Envelope* and *D.2 Technical Proposal Envelope* for details.
3. Vendors whose proposal price (i.e. amount specified on the **bid form**) exceeds the indicated not to exceed amount will be removed from consideration. See section *C.1.1.5 Project Budget* for details.
4. Vendors who do not achieve a minimum passing score for their technical proposal materials (excluding vendor meeting scores) will be removed from consideration.

Bidders will be notified if they fail to meet the mandatory proposal submission requirements. Bidders will be notified in writing upon selection and award announcement that they did not win the bid.

D.7 Notification of Award

The successful bidder will be informed in writing of the award by the State. The contract, which will be comprised of this RFP and the successful bidder's proposal and appendices, will be submitted to the Attorney General of the State of New York, and upon approval of this agency will be submitted to the Comptroller of the State of New York for approval and execution.

E Administrative

E.1 Issuing Agency

This Request for Proposal (RFP) is a solicitation issued by the New York State Department of Health (referred to as "NYS DOH"). The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

E.2 Inquiries

Any questions concerning this solicitation must be directed to the Permissible Subject Matter Contact:

Karen M. Ambros
Division of Long Term Care Resources, Office of Long Term Care
NYS Department of Health
1 Commerce Plaza, 8th Floor
Albany, NY, 12210
UAT@health.state.ny.us
Subject: Permissible Subject Contact or Topic

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at http://www.nyhealth.gov/funding/ by Friday, October 8, 2010.

E.3 Submission of Proposals

Proposals must be submitted no later than Wednesday, November 3, 2010 3pm Eastern Standard Time.

It is the bidder's responsibility to see that bids are delivered to the above address 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 the above address will not be considered.

All evidence and documentation requested under section *D Proposal Submission Requirements* must be provided at the time the proposal is submitted.

Important:

- ***DO NOT*** email your proposals to the permissible subject contact's email address. Such email will ***not*** be accepted and will be deleted unopened.
- Each of the two pieces of information described in section *D Proposal Submission Requirements* must be assembled in *separate sealed* envelopes/packages and appropriately labeled.
- Each *separate sealed* envelopes/packages must be assembled into a single package and submitted to:

  Karen M. Ambros
  Division of Long Term Care Resources, Office of Long Term Care
  NYS Department of Health
  1 Commerce Plaza, 8th Floor
  Albany, NY, 12210
  UAT@health.state.ny.us

E.4 Department of Health Rights

The Department of Health reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at the agency's sole discretion;
- Make an award under the RFP in whole or in part;
- Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
- Change any of the scheduled dates;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- Waive any requirements that are not material;
- Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
- Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
- Utilize any and all ideas submitted in the proposals received;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

E.5 Additional Contract Items

In addition to the contractual items and language per Appendix A and Appendix D, the NYS DOH has the following contractual clarifications:

Limitation of Liability

Except as otherwise set forth in the Indemnification paragraph below, the Contractor's liability for any claim, loss, or liability arising out of or connected with the products and services provided, and whether based upon default or other liability such as breach of contract, warranty, negligence, misrepresentation, or otherwise, shall in no case exceed

direct damages in an amount equal to two (2) times the value of the contract, or one million dollars ($1,000,000), whichever is greater. In no event shall either party have any liability to the other party for any lost profits or special, incidental, indirect, consequential, or punitive damages.

Termination for Cause and Opportunity to Cure

Contractor's failure to cure, within twenty (20) days, an event of non-performance or failure to meet any requirements or qualifications set forth in the contract, as provided in a written notice to the Contractor, shall entitle the Department to terminate the contract. Such termination shall be in accordance with and upon written notice to the Contractor. In such event, the Department may complete the contractual requirements in any manner it may deem advisable and pursue all available legal and equitable remedies for breach.

Termination for Convenience

Prior to terminating the resultant contract without cause, NYS DOH will provide thirty (30) days written notice. Upon termination, the NYS DOH will compensate for services performed through the effective date of termination.

Indemnification of the State

The selected vendor will be fully liable for the actions of its agents, employees, partners or subcontractors, and will fully indemnify and save harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property to the extent such personal injury or damage was caused by any intentional act or negligence of the selected vendor, its agents, employees, partners or subcontractors, without limitation.

Confidentiality

The NYS DOH is open to clarifying discussion regarding disclosure of trade secrets or other proprietary or confidential information obtained by NYS DOH from the selected vendor in the course of the project.

E.6 Protest Procedures

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at:

http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

E.7 Payment

If awarded a contract, the contractor shall submit invoices and/or vouchers to the State's designated payment office:

Karen M. Ambros
Division of Long Term Care Resources, Office of Long Term Care
NYS Department of Health
1 Commerce Plaza, 8th Floor
Albany, NY, 12210

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR

shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

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

- In consideration of the Contractor's satisfactory performance of the services described in the Agreement, the Department agrees to pay the Contractor the contracted fixed price.
- There will be no additional costs beyond those specified in the proposal and resulting contract. In the event of misunderstanding of any requirements, deliverables, or services to be provided; the Contractor shall make the necessary adjustments or corrections at no additional cost to the State.
- No payment will be made by the State to any vendor until proof of performance of required services, accomplishments, or documentation of purchases is provided and accepted in writing by the program director or other designated representative of the State.
- The Contractor shall, upon completion and State approval of each deliverable, submit to NYS DOH a voucher for payment on such forms and in such detail as required. The vendor shall submit vouchers to NYS DOH’s designated payment office.
- All vouchers submitted by any vendors shall be submitted to the NYS DOH no later than thirty (30) days after approval of a deliverable by the State. All vouchers submitted by any vendor shall be submitted to NYS DOH no later than sixty (60) days after the end of the contract resulting from this RFP.
- The NYS DOH will issue payments to the vendors at the rates specified in the following schedules, provided that the vendors provide the corresponding deliverables to the State’s satisfaction and written approval. See *E.8 Payment Schedule* (below) for more information. Vendors may present vouchers for payment if the State’s approval of the milestone deliverable content occurs before the expected timeframe. The State’s project director shall confirm in writing when any vendor deliverables are approved by the State.

E.8 Payment Schedule

Payment for any deliverable will be based on the State's approval of the content of that deliverable. Unacceptable content may result in no payment. Payments will *not* be date-based.

The State will make payment according to the following schedule:

Deliverables	Payment Percentage
The State will assign 90% of the base bid price (per the cost proposal form; this excludes the change order, system evolution, and 3rd party technology amounts) to be paid during the solution development activities, in accordance with the following breakdown: 20% of the base bid price will be paid at the completion *and acceptance* by the State of the first iterative milestone of the project, with delivery of all required and identified project artifacts. 60% of the base bid price will be divided equally by the number of agreed-upon project iterations (excluding the first iteration); the identified amount will be paid at the completion *and acceptance* by the State of each iterative milestone. 10% of the base bid price may be paid with the acceptance by the State of the final candidate at the successful conclusion of the final candidate cycle. ***Payment Reductions*** Payment reductions are in place for delivering an unacceptable *final candidate* to the State. The State will work collaboratively with the selected vendor to ensure a completely compliant final candidate delivery and may, at its discretion, overlook minor issues with assurance of correction within a reasonable timeframe. The state is incurring costs associated with verifying and validating the final candidate as presented to the State by the selected vendor. The final candidate is expected to have achieved all quality goals, met all quality criteria, and realized all solution and project requirements *prior* to submission to the State for inspection. This payment to the selected vendor will be reduced by 20% each time the final candidate is rejected by the State for the specified reasons. Five final candidate rejections will constitute a forfeiture of this percentage of the proposal price, *but does not absolve the selected vendor from achieving and delivering to the State a satisfactory final candidate*. The total dollar amount of all change orders incurred during the project lifecycle will be paid with the acceptance by the State of the final candidate at the successful conclusion of the final candidate cycle.	90%
The State will assign 10% of the base bid price to be paid during the live pilot implementation.	10%

Deliverables	Payment Percentage
10% of the base bid price will be divided equally by the number of agreed-upon months that the live pilot implementation will take place; the identified amount will be paid per month of the live pilot implementation.	
Any expenditures for system evolution will be paid at the State's acceptance of the evolution item.	

E.9 Term of Contract

This agreement shall be effective upon approval of the NYS Office of the State Comptroller.

The contract with the selected vendor will be for 5 years, with one 3-year optional extension to account for system evolution activities; extension to be executed at the State's discretion. The contract will consist of the following:

- system development,
- pilot implementation,
- warranty, and
- system evolution activities elected at the State's discretion.

The anticipated contract start date is March 2011.

The selected vendor will ensure the availability of specified resources to accommodate system evolution after conclusion of the project. There will be no support and maintenance associated with this contract.

The State reserves the right to elect system evolution activities at its discretion, per the rates specified in the Cost Proposal Form.

This agreement may be canceled at any time by the State 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.

E.10 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 ten (10) business days from date of award or non-award announcement.

E.11 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, 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. Vendors opting to file a paper questionnaire can obtain the

appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller fro a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation form, *Attachment 05 UAT Vendor Response Attestation.doc*.

E.12 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 to this RFP.

Attachment 09 UAT Form_a[1].doc

Attachment 20 UAT Form_b[1].doc must be completed and submitted on an annual fiscal year basis, e.g. April 1, 2011 - March 31, 2012.

E.13 Lobbying Statute

a. 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: a. 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;

b. 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;

c. 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;

d. 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;

e. 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;

f. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;

g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;

h. modifies the governance of the New York State Commission on Public Integrity

i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;

j. increases the monetary threshold which triggers a lobbyists obligations under the Lobbying Act from $2,000 to $5,000; and

k. establishes the Advisory Council on Procurement Lobbying.

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

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

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Commission on Public Integrity regarding procurement lobbying, the Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (see Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Commission on Public Integrity.

E.14 Accessibility of State Agency Web-based Intranet and Internet Information and Applications

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, "Accessibility Web-based Information and Applications", and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

Attachment 26 UAT P08-005 Accessibility of Web-Based Information and Applications.pdf.

E.15 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/.

E.16 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.

- *Attachment 08 UAT st220ca_606_fill_in.pdf*
- *Attachment 19 UAT st220td_606_fill_in.pdf*

E.17 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.

F Summary of Attachments

F.1 List of Attachments

The following are attachments to this RFP are to be considered part of this RFP.

Attch Number	Attachment [File Name]	Description
1	Vendor Proposal Submission Check List *Attachment 01 UAT Vendor Proposal Submission Checklist.doc*	Cost Proposal & Administrative Envelope
2	Transmittal Letter *Attachment 02 UAT Transmittal Letter.doc*	
3	Bid Form (or No Bid Form) *Attachment 03 UAT Bidform 11-8-06.doc*	
4	Cost Proposal Form *Attachment 04 UAT Cost Proposal Form.doc*	
5	NYS Office of the State Comptroller Vendor Responsibility Questionnaire [http://www.osc.state.ny.us/vendrep] NYS Office of the State Comptroller Vendor Responsibility Attestation *Attachment 05 UAT Vendor Response Attestation.doc*	
6	References Form *Attachment 06 UAT Vendor References Form.doc*	
7	Minority and/or Women Owned Business Enterprises *Attachment 07 UAT Bidder MWBE Utilization Form.doc*	
8	Contractor Certification to Covered Agency (ST-220-CA) *Attachment 08 UAT st220ca_606_fill_in.pdf*	
9	State Consultant Services Form A *Attachment 09 UAT Form_a[1].doc*	
10	Project Information *Attachment 10 UAT Project Information.doc*	Technical Proposal Envelope
11	UAT Project Schedule *Attachment 11 UAT Project Schedule.mpp*	

Attch Number	Attachment [File Name]	Description
12	UAT Communication Plan *Attachment 12 UAT Communication Plan.doc*	
13	UAT Risk Management Worksheet *Attachment 13 UAT Risk Management Worksheet.doc*	
14	UAT Project Scope Statement *Attachment 14 UAT Scope Statement.doc*	
15	UAT Project Charter *Attachment 15 UAT Project Charter.doc*	
16	Project Staffing *Attachment 16 UAT Project Staffing.doc*	
17	Proposed Solution Technology *Attachment 17 UAT Proposed Solution Technology.doc*	
18	Security Qualifications *Attachment 18 UAT Security Requirements Deliverable.doc*	
19	Contractor Certification (ST-220-TD) *Attachment 19 UAT st220td_606_fill_in.pdf*	These will be completed only by the winning bidder.
20	State Consultant Services Form B *Attachment 20 UAT Form_b[1].doc*	
21	interRAI License Agreement *Attachment 21 interRAI Vendor License Agreement - Exhibit A.doc*	
22	NYS DOH Project Management Field Guide *Attachment 22 UAT DOH PM Field Guide Contractor Edition 1.pdf*	These are for your reference in preparing your proposals.
23	NYS DOH Project Management Templates *Attachment 23 UAT DOH PM Templates.zip*	
24	NYS DOH Security Requirements *Attachment 24 UAT Security Requirements V4.1 2-9-2010.pdf*	

Attch Number	Attachment [File Name]	Description
25	NYS DOH HCS Internet Application Development Guidelines *Attachment 25 UAT NYS DOH HCS Internet Application Development Guidelines.pdf*	
26	Accessibility of Web-Based Information and Applications *Attachment 26 UAT P08-005 Accessibility of Web-Based Information and Applications.pdf*	
27	NYS Identify and Access Management Trust Model *Attachment 27 UAT G07-001 NYS Identity and Access Management Trust Model.pdf*	
28	New York State Office for Technology Three Tier Architecture *Attachment 28 UAT OFT Three Tier V2 April 2010.pdf*	
29	New York State Specific Data Elements *Attachment 29 UAT NYS Specific Data Elements.zip*	
30	interRAI Algorithms to be Implemented *Attachment 30 UAT interRAI Programming.zip*	

G Checklist for Proposal Submissions

The following is a checklist to follow in assembling your proposal submissions.

Envelope	#	Item	Binder Copies	Check
Cost Proposal and Administrative Envelope	1	Vendor Proposal Submission Check List: *Attachment 01 UAT Vendor Proposal Submission Checklist.doc*	5	
	2	Transmittal Letter: *Attachment 02 UAT Transmittal Letter.doc* **MANDATORY**		
	3	Bid Form: *Attachment 03 UAT Bidform 11-8-06.doc* **MANDATORY**		
	4	Cost Proposal Form: *Attachment 04 UAT Cost Proposal Form.doc* **MANDATORY**		
	5	Vendor Responsibility Questionnaire [http://www.osc.state.ny.us/vendrep] (online) *and* Vendor Responsibility Attestation: *Attachment 05 UAT Vendor Response Attestation.doc* ***Or*** Paper Vendor Responsibility Questionnaire		
	6	References Form: *Attachment 06 UAT Vendor References Form.doc*, completed in its entirety		
	7	Proof of interRAI license.		
	8	If you are New York State Certified Minority and/or Women Owned Business Enterprises, provide evidence of your status. ***Or*** If *not* New York State Certified Minority and/or Women Owned Business Enterprises, complete *Attachment 07 UAT Bidder MWBE Utilization Form.doc*.		
	9	Contractor Certification to Covered Agency (ST-220-CA): *Attachment 08 UAT st220ca_606_fill_in.pdf*		
	10	State Consultant Services Form A: *Attachment 09 UAT Form_a[1].doc*		
	11	CD or DVD containing electronic copies (Adobe Reader 8 or 9)	2	
Technical Proposal Envelope	1	Project Information: **MANDATORY** *Attachment 10 UAT Project Information.doc* Attachments 11- 15 in support of initial project plan Provide, as additional, separate documents, any information necessary to adequately address the submission requirements	12	
	2	Project Staffing: **MANDATORY** *Attachment 16 UAT Project Staffing.doc* Provide copies of each team member's resume.		
	3	Proposed Solution Technology: **MANDATORY** *Attachment 17 UAT Proposed Solution Technology.doc*		
	4	Security Qualifications: **MANDATORY** *Attachment 18 UAT Security Requirements Deliverable.doc*		
	5	CD or DVD containing electronic copies (Adobe Reader 8 or 9)	2	

H Glossary of Terms

The following are definitions of terms and abbreviations used in this RFP.

3rd Party Technology

The NYS DOH will account for standard IT environment technology licenses separate from this RFP; such licenses include but are not limited to database, web server, application server, and hardware licenses.

The State considers technologies that must be licensed, or otherwise included in a technology proposal that are not part of the proposed technology itself as 3rd party technologies. For example, if your solution incorporates Crystal Reports as the means by which it achieves the reporting requirements, Crystal Reports will be viewed as a 3rd party technology.

The State recognizes that some proposed solutions may include 3rd party licenses (and costs). In this case, such 3rd party license issues must be explicitly called out in the technical proposal. Do *not* include pricing information for 3rd party license requirements in the technical proposal.

If you are uncertain whether a 3rd party technology, which is included in your proposal and which has associated license costs, is considered by State to be "standard IT environment technology," contact NYS DOH for clarification before.

Acceptance

See "system acceptance."

Authentication

Authentication is the term the State is using to describe when a system user is verified as the specified user via known credentials.

Authorization

Authorization is the term the State is using to describe when each vendor may proceed to the next set of project activities. Authorization may be applied, but is not limited to, proceeding beyond any iterative milestone, proceeding to the beta phase of the project, proceeding to the pilot implementation phase of the project.

BHNSM

Bureau of Healthcom Network Systems Management. This is the organization that manages the NYS DOH Health Commerce System (HCS).

CAP

Clinical Assessment Protocols

CISO

New York State Department of Health Chief Information Security Officer, or the office thereof.

CMM

Capability Maturity Model.

Critical Incident

A critical incident is defined, at a minimum, as any incident which causes the system to crash, become non-responsive, corrupt data, or prevent completion of a task that a system user should otherwise be able to complete.

DOH, Department
Department of Health.

Ease of Use, Ease of Use Testing
This term refers to a variety of activities pertaining to how intuitive and easy to use a software application is.

Field User
A field user is any user of the UAT who does not work for the State. Field users will include nurses, state staff.

File
The formal act of registering an assessment.

Final Candidate
The final version of the product that will be verified by the State, after which the State may authorize proceeding to the pilot implementation phase of the project.

A "final candidate" is the final version of the solution and constitutes the achievement of all requirements and deliverables. The final candidate will be subject to a final candidate inspection by the State.

The final candidate will also be subject to NYS DOH CISO security inspection.

FCC
Final Candidate Cycle
Final Candidate Evaluation
Final Candidate Inspection
Final Candidate Verification & Validation
The "final candidate cycle" (FCC) includes a set of activities that will be undertaken by the State to verify and validate the quality of the final candidate and achievement of all requirements and quality goals. There should (will) be no new content in the final candidate presented by the selected vendor. When the final candidate is accepted by the State, authorization may be given to proceed to the pilot implementation phase of the project.

HCS, Health Commerce System
A state-wide network access facility that enables coordination of health-related services to user.

ISO
International Standards Organization.

Mandatory Proposal Submission Item
Mandatory proposal submission items are those items that must be included with your proposal in order to be considered. Proposals missing mandatory items will be eliminated from consideration as non-responsive. Mandatory items are clearly indicated.

NYS DOH CISO
New York State Department of Health Chief Information Security Officer, or the office thereof.

Required Proposal Submission Item
Required items are those items that must be available for selection. If required items are not available for selection, the State will notify the vendor and fifteen business days for the vendor to provide the item(s). If the vendor in question does not reply in the allowed

time, they will be eliminated as non-responsive. The State prefers that all required items be included with your proposal submission.

Selected Vendor

The vendor who will provide software development and services in response to this RFP.

Stability Over Time

A defined user load and throughput over an extended period of time showing no degradation in system performance, memory use, or other negative anomalies.

System Acceptance

System acceptance is the point at which NYS DOH takes full ownership of the system. This will occur at the conclusion of the pilot and the satisfactory achievement of all requirements and quality goals.

Throughput

The number of transactions (request and response) per a defined period of time. A transaction is any activity that requires the system to respond. This may include but not be limited to refreshed data displayed on the screen, updated data posted to the database, data requested from the database.

Transaction

NYS DOH understands a transaction as any activity that requires the system to respond. This may include but not be limited to refreshed data displayed on the screen, updated data posted to the database, data requested from the database.

User-Centered Design

“User-centered design” is a user interface design and development methodology whereby actual users have direct input into how they will interact with a software interface. A wide range of activities can be employed to obtain user input into interface design.

User Load

The number of concurrent system users. The system must maintain integrity of user session identification and database update record locking.

I Contract Appendices

Summary of 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.

APPENDIX A - Standard Clauses for All New York State Contracts

APPENDIX B - Request for Proposal

APPENDIX C - Proposal

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

APPENDIX D - General Specifications

APPENDIX E

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

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

Appendix G - Notices

Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

Appendix X - Modification Agreement Form

Contract Appendix A Standard Clauses for NYS Contractors

See next page.

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

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

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

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

(b) PRIVACY NOTIFICATION**.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

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

Contract Appendix B <placeholder for RFP in contract >

Not applicable for RFP. The RFP will be included here in the contract.

Contract Appendix C <placeholder for winning bidder's proposal >

Not applicable for RFP. Winning bidder's proposal will be included here in the contract.

Contract Appendix D General Specifications

Included with RFP.

See next page.

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 or property during any single occurrence and not less than $1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

   i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.

   ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

   iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

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 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:

   a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and

b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and

c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

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.

DD. Lead Guidelines

All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Contract Appendix E-1 <winning bidder's workman's compensation>

Winning bidder's worker's compensation documentation will be included here in the contract.

Contract Appendix E-2 <winning bidder's disability>

Winning bidder's disability insurance documentation will be included here in the contract.

Contract Appendix G Notices

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

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

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

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[*Insert Contractor Name*]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

Contract Appendix H HIPAA

Included with RFP.

See next page.

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"), Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164 (the "Privacy Rule").

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. Such report shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during any breach of such information.

(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.

(k) Effective February 17, 2010, the Business Associate agree to comply with the security standards for the protection of electronic protected health information in 45 CFR 164.308, 45 CFR 164.310, 45 CFR 164.312 and 45 CFR 164.316.

III. <u>Permitted Uses and Disclosures by Business Associate</u>

(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. <u>Violations</u>

(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.

VIII. <u>Miscellaneous</u>

(a) ***Regulatory References*****. A reference in this Agreement to a section in the 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, HIPAA, Public Law 104-191, and HITECH, Public Law 111-5, Division A, Title XIII and Division B, Title IV.**

(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 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.

Contract Appendix X Modification Agreement Form

Included with RFP.

See next page.

Agency Code 12000
APPENDIX X

Contract Number:_____ Contractor:_____

Amendment Number X-_____

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

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

_____ Modifies the contract period at no additional cost

_____ Modifies the contract period at additional cost

_____ Modifies the budget or payment terms

_____ Modifies the work plan or deliverables

_____ Replaces appendix(es) _____ with the attached appendix(es)_____

_____ Adds the attached appendix(es) _____

_____ Other: (describe) _____

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

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

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

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

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

$_____ From ___/___/___ to ___/___/___.

This will result in new contract terms of:

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

Signature Page for:

Contract Number:_____ Contractor:_____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By:_____ Date: _____
(signature)
Printed Name:_____

Title:_____

STATE OF NEW YORK)
) SS:
County of _____)

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

_____
(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By:_____ Date:_____
(signature)
Printed Name:_____

Title:_____

ATTORNEY GENERAL'S SIGNATURE

By:_____ Date:_____

STATE COMPTROLLER'S SIGNATURE

By:_____ Date:_____