

# Medical Society of the State of New York

A Request for Proposal for

**FAU Control No: 0907131043**

## **Adirondack Physician Practice Support Organization (PPSO) Demonstration Program**

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### Schedule of Key Events

RFP Release Date.....	September 11, 2009
Written Questions Due .....	September 18, 2009
Letter of Interest Due (optional).....	Not Applicable
Registration for Bidders Conference Required by .....	Not Applicable
Bidders Conference.....	Not Applicable
Response to Written Questions and Questions Received at Bidders Conference .....	October 2, 2009
Proposal Due Date .....	October 23, 2009

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

### **DESIGNATED CONTACTS:**

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

The Medical Society of the State of New York  
One Commerce Plaza, Suite 408  
Albany, NY 12210  
c/o Ron Pucherelli, HIT Project Administrator  
518-465-8085  
rpucherelli@mssny.org

### **PERMISSABLE SUBJECT MATTER CONTACTS:**

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

RFP Release Date: Eileen Clinton, Ron Pucherelli (MSSNY 518/465-8085)

Submission of written proposals or bids: Eileen Clinton, Ron Pucherelli (MSSNY 518/465-8085)

Submission of Written Questions: Eileen Clinton, Ron Pucherelli (MSSNY 518/465-8085)

Participation in the Pre-Bid Conference: Not Applicable

Debriefings: Ron Pucherelli (MSSNY 518/465-8085)

Negotiation of Contract Terms after Award: Ron Pucherelli (MSSNY 518/465-8085)

*For further information regarding these statutory provisions, see the Lobbying Statute summary in Section G:3 of this solicitation.*

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Please see document CHECKLIST for RFP 0907131043 INCL NYS FORMS. These forms must be completed by the Bidder and submitted with Technical and Financial Submission Packets.

## A. INTRODUCTION & BACKGROUND

### 1. **Introduction:**

Health care delivery is fragmented at the national, state, community and practice levels. The fragmented system emphasizes high-cost, intensive medical intervention over higher-value primary care, which includes preventive medicine and chronic illness management. Health information technology (health IT) is an element of New York's health care reform agenda, along with hospital and long-term care restructuring, reimbursement reform, universal coverage, and disease prevention and a variety of wellness initiatives. These initiatives, and others will, drive improvements in health care quality, affordability and outcomes for New Yorkers.

There is mounting evidence that strategic investment in interoperable health IT can lead to improvements in health care quality, affordability and outcomes. Increasingly, this interest has focused on interoperable health information exchange – (the secure flow of personal health information to follow the patient) – and quality measurement and reporting tools – (the valid collection of clinical data to measure results or outcomes to improve quality and population health). As a health information infrastructure in New York is developed, we must ensure that health IT tools are open to all providers and payers through a community-based, multi-stakeholder model so the systems used by clinicians, providers and New Yorkers are able to communicate seamlessly with one another to achieve interoperability.

Despite all the efforts to date, including HEAL funding, many physicians in small group practices, whether urban or rural, and especially rural physicians in any size practice, have yet to gain affordable access to comprehensive electronic health records (EHRs) and the resulting opportunities to improve quality patient care. Complicating this situation, is the fact that in certain areas of New York State, including the Adirondack region in Northern New York, access to quality health care practitioners is compromised by a lack of primary and specialty care providers. Those providers that remain are often located at great distances from many of the patients they serve. They are often poorly positioned to negotiate favorable reimbursement for services provided to their patients. Moreover, they lack the health information technology which is necessary to reduce the cost of care delivery through the elimination of unnecessary or duplicative tests, assure the provision of primary and preventive care services, coordinate care for the chronically ill and enhance overall health outcomes. The plan and goals for this project are to leverage off of pre-existing EHR technology and connectivity to conduct patient data sharing and manage the coordination and quality of care.

It is the purpose of this Request for Proposal ("RFP") to entertain bids from organizations that are in a position to assist the Medical Society of the State of New York, working in conjunction with the New York State Department of Health, to develop an organization which we will refer to as a Physician Practice Support Organization (PPSO) which, guided by a governance steering committee, will effectively conduct the eventual transformation of the medical practice business model in the Adirondack Region of New York State to accomplish enhanced health outcomes for the patient population in these communities while improving the reimbursement methodologies for solo, small group and rural practices in the region. Anchored by three sub-regional service sites, these modifications will be demonstrated through new performance reporting requirements based on evidence-based care and through enhanced reimbursement models that reward the physicians for evidence-based quality of care evaluation within their practices. The successful Bidder to this RFP, together with MSSNY, NYeC and the NYSDOH, will work to assure that physician practices and other provider facilities/organizations across the Adirondack region can, under the guidance of the PPSO, develop and transform to a platform that will provide improved healthcare practices, clinical outcomes and access to care for the region's diverse patient population within the project's allotted timeframe at each of the three sub-regional service sites.

### 2. **Background:**

The Medical Society of the State of New York (hereafter, MSSNY), through funding received by the State of New York, recognizes that one of the great shortcomings of today's healthcare system has been the lack of coordination of care for patients with chronic conditions such as diabetes, coronary artery disease, and hypertension to name a few. The failure to coordinate patient care and manage that care effectively is one

of the main causes of increased costs and decreased quality of care and in turn patient outcomes.

The focus of a patient's care coordination has to be the primary care physician who is in the best position to conduct all efforts of coordination and be recognized as such. According to the Legislation which has made this funding available, the purpose of the PPSO will be to define and provide the criteria necessary to serve as a care model which will provide efficient and effective delivery of quality physician services throughout the target area. As the PPSO matures throughout the life of the project, the coordination of care processes will be enhanced and it is expected to improve health outcomes for patients while achieving cost efficiencies throughout the region.

The Adirondack Region is of special interest to New York State because it is a rural area but more importantly, the region faces several challenges. This rural area is at an economic disadvantage due to the loss of many jobs due to closings of once-considered prevalent industries and employers located in the region. This in turn has left many residents, whose median incomes are below the New York State average, without employer health benefits. A substantial portion of the region's population is uninsured or underinsured. More than 50% of the region is designated as a Medically Underserved Area/Population. The region's healthcare is further complicated by the lack of access to primary care due to a primary care physician shortage. Data recently published by the Center for Health Workforce Studies show that there are fewer physicians in practice in this region than in any other region of New York State. This shortage creates longer wait times for the scheduling of appointments which results in increased use of unnecessary and costly emergency room services or the patient defers his or her need for care. According to the New York State Department of Health, there is also a higher occurrence of chronic disease in the region, specifically diabetes.

The Commissioner of the Department of Health has with the approval of the Comptroller of the State of New York designated the Medical Society of the State of New York (hereafter, MSSNY) the recipient of a sole source award to implement the legislation, in coordination with the Department of Health. MSSNY has formed a Committee on Health Information Technology with over twenty representatives from around the state, including from county and specialty medical societies, as well as physicians and group practice managers from diverse practice settings, and representatives from the hospital and payor communities. The Committee on HIT developed this RFP, based on the enabling language and intent, subject to the approval of the New York State Department of Health. The Bidder organization will be selected based on how well it meets the criteria and priorities in this RFP, subject to the restrictions outlined.

MSSNY, as an organization which represents close to thirty thousand practicing physicians, is uniquely situated to play a pivotal role in assuring that physicians are:

- adequately apprised of the emerging role of health information technologies;
- properly educated regarding the principles of the patient-centered medical home; and
- appropriately targeted to receive seed funding for the development and/or implementation of technology tools to help physicians achieve the patient-centered medical home levels required for this pilot.

MSSNY's organization recognizes and is very supportive of the extraordinary changes necessary to transform the current healthcare system. MSSNY strongly feels that through its federated model of county medical societies, it can provide a common source of information to physicians within a county or region of New York State about the importance of this demonstration and the positive changes it can bring to both the patients in this region and the physicians who provide their care. Moreover, it is this structure which can be used to identify physician leaders who would foster the interest and collaboration of other physicians and stakeholders at the regional level which is necessary to initiate and/or continue and expand regionalized electronic health information pilot programs.

## **B. DETAILED SPECIFICATIONS**

### **1. Bidder Characteristics and Qualifications**

A Bidder organization responding to this RFP shall provide evidence that demonstrates proven experience in the following qualifications:

- A demonstrated knowledge and experience of performance reporting capabilities and interoperable patient data exchange among project's stakeholders;
- A demonstrated knowledge and experience to develop and implement 'service-type' organizations as resources for community physicians and other providers involved with the coordination of care;
- A demonstrated knowledge and experience of the National Committee for Quality Assurance (NCQA) Standards and Guidelines for the Patient-Centered Medical Home;
- A demonstrated experience in developing/incorporating evidence-based guidelines in point-of-care settings;
- A demonstrated experience in data aggregation, analytics and data base management;
- A demonstrated experience in developing a program that incorporates practice transformation and redesign, and producing quality measures to report improved care outcomes;
- A demonstrated experience in developing the tools necessary to bring about effective practice transformation and redesign, and to produce quality measures to report improved care outcomes;
- A demonstrated experience in addressing the issues of access to care, care coordination, evidence-based guidelines, quality of care and performance reporting;
- A demonstrated experience in enhanced quality of care evaluation and performance reporting in accordance with the policies and technical requirements set by a particular state;
- A demonstrated experience in developing support services to facilitate data access / exchange and connectivity with Regional Health Information Organizations (RHIO) and/or Health Information Exchanges (HIE);
- A demonstrated knowledge of primary care and specialty practices including Internal Medicine, Family Medicine and Pediatrics;
- A demonstrated knowledge of the ongoing NYS HIT strategy which include RHIOs, CHITAs and the New York State Health Information Network (SHIN-NY); and,
- A demonstrated knowledge and experience contracting with physicians in various practice settings including solo, small, medium and large groups, federally qualified health centers (FQHCs) and hospital clinics.

**2. Preferred Bidder Target Efforts (Bidder demonstrating or including these elements will be given higher priority in the selection and award of the miscellaneous consultant services contract).**

- Bidder organization has a proven track record of establishing successful Patient-Centered Medical Home program(s) in one or more multi-practice communities;
- A demonstrated background in data aggregation and analysis culminating in the enhancement of physician reimbursement;
- Bidder has coordinating capacity and demonstrated experience necessary to facilitate successful project completion;
- Bidder has knowledge of the technology needs of physicians and other health care stakeholders who practice within the Adirondack Region.

**3. Project Characteristic Priorities (Project demonstrating or including these elements will be given higher priority in the selection and award of the program miscellaneous consultant services contract).**

- Designated regional physician-focused projects demonstrating patient-centered medical home care;
- Likelihood for successful project implementation within designated timeframe and award funds;
- Defined outcomes measurement in order to evaluate impact of project implementation;
- High degree of care coordination to be achieved among project participants and others involved in the regional health care system;
- Potential for project expansion locally within the designated region, or for replication in other areas.

## C. SCOPE OF WORK

### 1. Demonstration Summary:

The Adirondack Region Physician Practice Support Organization Demonstration Program is a legislatively authorized, geographically defined regional demonstration program. The demonstration will include multiple stakeholders:

- New York State – the largest employer in the region
- NY State Medicaid
- At least 40 physician practices located in three (3) separate communities in the Adirondack region of New York State
  - representing at least 123 physicians and 85 PAs/NPs (208 FTEs)
  - Several regional Health Plans/Payers
- Approximately 175,000 patients

### 2. Program Objectives:

MSSNY and selected bidder, along with representatives from the NYS Department of Health (NYSDOH) and the New York eHealth Collaborative (NYeC), will work with rural and solo and small group physician practices, to plan, design, build, and begin operations for PPSOs that will focus on the following goals to improve the efficiency and effectiveness of health care consistent with the health IT vision and strategy being employed by the NYS Department of Health and NYeC.

To achieve these goals, MSSNY and the selected bidder will:

1. Initially establish a statewide working group to design the governance and operational components of the proposed PPSOs. MSSNY and selected bidder will recruit and select expert working group members to develop the appropriate governance models for these organizations to include organizational, management, and business considerations. Work group members would include experts with experience in EHR implementation in rural practice settings, legal experts, experts in practice redesign and quality measures as well as representatives from other specialty physician organizations in NYS including those representing Internal Medicine, Family Medicine and Pediatrics. Moreover, in order to assure appropriate coordination with the ongoing statewide health IT strategy, the work group will also include representatives from NYeC and the NYS Department of Health.
2. After determining the feasible governance structures, MSSNY and the selected bidder will implement a demonstration program including three sub-regional physician practice support organizations, hereinafter referred to as Sub-Regional Solutions to address the issues of access to care, care coordination, evidence-based guidelines, quality of care and performance reporting. The sub-regional solutions will include costs of interfaces, software and other technical costs and support services to facilitate data access / exchange and connectivity with Regional Health Information Organizations (RHIOs) efforts and the Statewide Health Information Network for New York (SHIN-NY), enhanced quality of care evaluation and performance reporting in compliance with the policies and technical requirements of the NYeC collaborative process and SHIN-NY.
3. In a final step, MSSNY and the selected bidder will re-convene the statewide working group to evaluate the lessons learned from the pilot of three sub-Regional solution implementations and make recommendations regarding implications and possible structures for the potential statewide expansion of implementation of PPSOs as needed to provide connectivity for small and rural practices throughout New York State.

Significant progress has been made to advance New York's health information infrastructure through the work of NYSDOH and NYeC. The HEAL 1 and 5 funding have initiated SHIN-NY, RHIOs, Community Health Information Technology Adoption Collaboratives (CHITAs), and Electronic Health Record (EHR)

projects that advance key clinical priorities. The PPSOs proposed here further advance the strategy and supplement its implementation by focusing on those practices currently at risk of being left behind - the solo, small group, and rural healthcare practices. In addition, PPSOs significantly enhance the current EHR quality components envisioned through the HEAL 5 initiatives by creating new entities that will augment practice redesign for physicians and develop practice level quality reporting and performance reporting of specific measures to both the State and to the payors.

The project also is leveraging other initiatives through supportive reimbursement models by engagement of the payors and employers. This enhancement is enabled by the regional payor and employer support of the Adirondack Region Medical Home Pilot. The Payors and Employers are committed to modifying the overall healthcare system business model in the Adirondack Region and the reimbursement models for the solo, small group, and rural healthcare practices. Modifications will occur through new performance reporting requirements for evidence-based care and through enhanced reimbursement models that reward physicians for evidence based quality of care evaluation within their practices.

A key component to this project is the physician-driven development of a governance structure for the PPSOs which will represent and provide operational support for physicians from multiple specialties practicing within varying business configurations of different sizes, which are participating in the Adirondack Regional Patient Centered Medical Home (ARPCMH) Program. ARPCMH was established in the Adirondacks in response to a significant health care crisis. The crisis is three fold: (1) health care costs are escalating while the overall health status of the residents of the region lags behind the rest of New York State; (2) there is an increase in the prevalence of chronic conditions; and (3) there is a lack of access to health care due to a deficit of primary care physicians and difficulty in recruiting primary care providers to the region.

These factors, when taken together, made the Adirondacks a prime Bidder for a patient centered medical home demonstration project. Supported by an alternate funding methodology from NYS Medicaid, seven other insurers have joined together in this project. The PPSO supporting the medical home concept is a viable solution to the Adirondack health care crisis because the model is designed to meet the dual purposes of improving the health of the patients by streamlining the method of delivering health care and creating incentives to practice in the region through an enhanced payment methodology. This confluence of factors provides a unique prospect to develop and implement PPSOs within the Patient Centered Medical Home Pilot for the Adirondack region. Further, the PPSO supporting the Pilot will not succeed and healthcare in the region will not improve without the concurrent introduction and effective use of health IT. The models developed in this region will be evaluated and leveraged for other areas across the state with many of the same issues, both upstate and downstate .

### **3. Project Expectations:**

In addition to working towards the overall program objectives, the program's expectations of the project that will be awarded a miscellaneous consultant services contract are as follows:

1. Affirmation of willingness on the part of selected bidder organization to work with MSSNY to create Physician Practice Support Organizations augmenting physician practice capabilities to achieve the quality of care based practice performance enhancements that are required to meet the NCQA PPC-PCMH.
2. Demonstration of the ability to aggregate and analyze practice performance and quality data.
3. Affirmation of the willingness on the part of selected bidder organization to facilitate multi-stakeholder participation in the demonstration and to engage with the payor community to effectuate a change in the reimbursement model used within the sub-regional communities.

**A letter of attestation will be required for items 1 and 3 above, in addition to providing documentational evidence demonstrating bidder's ability to aggregate and analyze both performance and quality data. Failure to submit the attestation will disqualify the proposal.**

#### **4. Project Deliverables:**

The following deliverables are expected to be completed by the selected bidder organization at the direction of and in concert with the Medical Society of the State of New York:

1. Develop Statewide Working Group Recommendations for Governance Structure of Physician Practice Support Organization including a prospective scope of support services to augment a provider organization, in addition to governance, organizational and management structures, and business models;
2. Conduct a Regional Baseline Readiness Assessment of Physician Practices;
3. Technology Component: develop a Business Plan for Physician Practice Support Organization Care Management, Quality Measurement and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH;
4. Technology Component: develop Design Specifications for Physician Practice Support Organization Care Management, Quality Measurement and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH;
5. Technology Component: develop an Implementation Plan for Physician Practice Support Organization Care Management, Quality Measurement, and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH including the identification of outstanding issues and a plan for resolution;
6. Provide a detailed Business Plan describing the Sub-regional Solution to be implemented for the demonstration program including governance structure and scope of services considerations;
7. Develop an Implementation Plan for the Three (3) Sub-regional Solutions including the development plan, critical success factors for the implementations, and identification of implementation risks and risk mitigation strategies;
8. Technology Component: Develop an Operating Plan for Physician Practice Support Organization Care Management, Quality Measurement, and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH ;
9. Develop and maintain an Implementation Progress Report of Sub-regional Solutions including identification of outstanding issues within project, plan for outstanding issue resolution, an overview of major activities of the implementation phase, and important future activities;
10. Publish a Final Report on the Three (3) Sub-regional Solutions including a description of the implemented Sub-regional solutions, implementation lessons learned, and recommendations for future steps within the Three (3) Sub-regional Solutions; and,
11. Publish Statewide Working Group Recommendations for Statewide Implementation of Physician Practice Support Solutions applicable to governance, organizational structure, financial implications and lessons learned.

Since this is a thirteen month (13) award, each bidder will furnish MSSNY with individual project plans preferably using Microsoft® Project. The project plans must outline milestones, tasks and deliverables with expected start and end dates in addition to indicating progress or completion of those milestones, tasks and deliverables.

## D. PROPOSAL REQUIREMENTS

A complete proposal submission consists of completed Technical and Financial Submission Packets and must include the appropriate Attachments and NYS Forms indicated for that specific packet. The bidder MUST submit all required documents in order for the project to be eligible for award consideration. If any of these forms and required information are not completed and submitted in the required delivery manner by the proposal due date, MSSNY will have no choice but to disqualify the proposal.

### 1. **The Technical Submission Packet includes the following attachments that must be submitted for a complete proposal:**

- **RFP Attachment 2 - Bidder Contact Information**

This must be completed by the Bidder's Authorized Representative who will represent the Bidder organization in the RFP process.

- **RFP Attachment 3 – Bidder Proposal Narrative**

This includes the list of questions and issues that should be addressed in narrative description of the proposed project and should not be less than five (5) nor more than eight (8) pages in length. Also included are a list of Bidder Expectations which requires the bidder to attest to fulfill. ***Failure to submit the attestation will disqualify the proposal.***

- **RFP Attachment 4 - Bidder Characteristics & Qualifications**

This must be completed and should include information about the bidder. This attachment contains four sections; Resource Descriptions, Bidder Qualifications, Preferred Bidder Target Efforts, and Project Characteristic Priorities. Each section should be completed fully addressing how the Bidder will comply with/meet the items described. Please note that the bidder needs to submit evidence to the satisfaction of the New York State Department of Health and MSSNY that it possesses the necessary experience and qualifications to perform the types of services required by this RFP and must show that it is currently performing similar services. The bidder shall submit at least two references to substantiate these qualifications.

In addition, if applicable, the bidder should complete and submit the NYS DOH M/WBE Procurement Forms.

### 2. **The Financial Submission Packet includes the following attachments that must be submitted for a complete proposal:**

- **RFP Attachment 5 – Bidder Cost Proposal**, must be completed and signed by the Bidder's Authorized Representative. In addition, Bidder must complete and submit the following forms: New York State Department of Health BID Form, State Consultant Services Form A, Contractor Certification to Covered Agency ST-220-CA, and the Vendor Responsibility Questionnaire.

#### **Cost Proposal Information Submitted by Bidders**

Bidders must submit a 13-month cost proposal. All costs must be related to the project and how it will satisfy the proposal requirements. Please include vendor quotes for software, hardware, etc., as attachments. In addition, Bidder will prepare a Cost Proposal Narrative and complete the Milestone Cost with Dates of Completion.

### 3. **Proposal Format:**

ALL PROPOSALS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW.

This format will facilitate reviewers' ability to evaluate all proposals more easily and equitably.

The proposal shall consist of the Bidder Proposal Narrative (as described above in Section D: (Proposal

Requirements and in RFP Attachment 3 of the Technical Submission Packet), which should not exceed eight (8) single-spaced typed pages, and RFP Attachments 2 and 4 (as described above in Section D: (Proposal Requirements), and in accordance with the instructions in each attachment). In addition, if applicable, the bidder should complete and include the NYS DOH M/WBE Procurement Forms in the Technical Submission Packet envelope. The Technical Submission Packet must be sealed in its own envelope and labeled as such and include the bidder name and FAU Control Number.

The Financial Submission Packet must include the Cost Proposal (RFP Attachment 5: Bidder Cost Proposal). Please see Cost Proposal Information Submitted by Bidders above under sub-section 2. In addition, Bidder must complete and include the New York State Department of Health BID Form, State Consultant Services Form A, Contractor Certification to Covered Agency ST-220-CA, and Vendor Responsibility Questionnaire in the Financial Submission Packet envelope. The Financial Submission Packet must be sealed in its own envelope and labeled as such and include the bidder name and FAU Control Number.

It is preferable that all typed materials submitted use a 12 point Times New Roman font. Any submissions that are handwritten will be disqualified.

**E. METHOD OF AWARD**

**1. Bidder Selection:**

At the discretion of MSSNY, all bids may be rejected. The evaluation of the bids will include, but not be limited to the following considerations:

**2. Review & Award Process:**

Proposals meeting the guidelines set forth above will be reviewed and evaluated competitively by the MSSNY HIT Task Force. Proposals will be scored and selected for the award based on bidders' responses to requested information in the appropriate submission packets and specific attachments identified in Section D: Proposal Requirements above. Please refer to RFP Attachments 3 through 6 of this document. The following represents the breakdown on which the proposal will be scored:

Section of Proposal	RFP Attachment #
Proposal Narrative Description	3
Proposal Overview, Statement of Need, System Implementation, Quality Improvement, Project Deliverables, and Project Expectations	
Bidder Organization	2 and 4
Bidder Contact Information, Bidder Characteristics & Qualifications, Preferred Target Efforts, Project Characteristic Priorities, etc.	
<b>TECHNICAL SUBMISSION WEIGHT</b>	<b>80%</b>
Cost Proposal	5
Cost Information, Cost Proposal Narrative, and Milestone Cost with Dates of Completion	
<b>FINANCIAL SUBMISSION WEIGHT</b>	<b>20%</b>
<b>TOTAL SCORE</b>	<b>100%</b>

Financial and Technical Submission Packets will be evaluated separately as specified by New York State Law. Financial submissions will be evaluated based **achievement of project milestones** and the score will be derived using a normalization formula based on lowest project cost.

**The Financial formula is as follows: Financial Evaluation Score = (a/b)20 where 'a' = lowest project cost of all Bidders, and 'b' = cost of Bidder project proposal being scored. This will derive the percent ratio of the maximum 20 points to be assigned to the financial portion of the proposal. In the event only one proposal is submitted, that proposal will receive the full financial score allowed (20 points).**

**Technical submissions will be evaluated on a base of 80 points as specified in the above table. The proposal will also be evaluated on merit and viability. The minimum technical score is fifty (50) points. Failure to meet the minimum technical scoring requirements will result in disqualification.**

**The Technical formula is as follows: Technical Evaluation Score = (x/y)z where 'x' = the average score of the proposal being scored, and 'y' = the score of the highest scored proposal, and 'z' = the total technical points available (80).**

**Both Financial and Technical scores will be added together to determine the bidder with the highest scored proposal.**

**In the event of a tie, the final proposal with the lowest bid price will be awarded the contract.**

Proposals failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

Following the awarding of the contract from this RFP, Bidders may request a debriefing from MSSNY. This debriefing will be provided in writing and will be limited to the positive and negative aspects of the subject proposal only.

## **F. ADMINISTRATIVE**

### **1. Issuing Agency:**

This RFP is issued and administered by the Medical Society of the State of New York (MSSNY). MSSNY, through its Committee on HIT, will be responsible for the requirements specified herein and for the evaluation of all proposals.

### **2. Inquiries:**

Any questions concerning this solicitation must be directed to:

**Medical Society of the State of New York  
One Commerce Plaza, Suite 408  
Albany, NY 12210  
c/o Ron Pucherelli, HIT Project Administrator  
Tel: 518-465-8085  
E-Mail: rpucherelli@mssny.org**

Questions and answers, as well as any RFP updates and/or modifications, will be posted on MSSNY's website at <http://www.mssny.org> no later than October 2, 2009.

### 3. Submission of Proposals:

The Proposal includes two (2) packets: the Technical Submission Packet and the Financial Submission Packet. In addition, there are NYS Forms, indicated in Section D: Proposal Requirements above, that are required for inclusion (if applicable), in each respective packet. Both submission packets must be sealed in separate envelopes (as indicated above in Section D: Proposal Requirements; Sub-sections 1 & 2: Proposal Format) and placed together inside one envelope and must be **received** at the following address by 5:00 P.M. EST, October 23, 2009. The Bidder's name and FAU Control Number must be entered on all envelopes. Late proposals will **not** be accepted.

**The Medical Society of the State of New York  
One Commerce Plaza, Suite 408  
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c/o Ron Pucherelli, HIT Project Administrator  
Tel: 518-465-8085**

Bidders shall complete both the Financial and Technical Submission Packets and submit two (2) original, signed packets and five (5) copies of each packet in the separately sealed envelopes indicated above under Submission of Proposals and then mailed together inside one envelope. Each proposal submission packet must be clearly labeled with the appropriate Packet Name (Financial on one; Technical on the other), the Bidder's name, the FAU Control Number (0907131043) of the RFP, and only include the appropriate Attachments and necessary documentation for each. The proposal instructions and submission packets will be made available at [www.mssny.org](http://www.mssny.org) and available for download to the bidder's local personal computer. The documents were created in MS Word 2003. Please save the files and complete the information. Please ensure that each attachment within each submission packet begins on a new page. **DO NOT ALTER ANY WORDING CONTAINED IN EITHER SUBMISSION PACKET. CHANGES WILL RESULT IN THE PROPOSAL BEING DISQUALIFIED.** Proposals *WILL NOT* be accepted via fax or e-mail.

It is the bidder's responsibility to see that proposals are delivered to the appropriate MSSNY address, prior to the date and time specified above. Late proposals due to delay by the carrier or not received by MSSNY by the filing date and time will **NOT** be considered.

In addition, as previously stated above in Section D: Proposal Requirements, the following New York State Forms must be included and submitted with the Technical and Financial Proposal Submission Packets:

- State Consultant Services Form A
- Contractor Certification to Covered Agency Form ST-220-CA
- Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
- NYS DOH Bid Form (must be completed in its entirety and the responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer )
- M/WBE Utilization Plan Forms (Bidder should mark "Not Applicable" as appropriate)
- Vendor Responsibility Questionnaire and signed Attestation (The Vendor Responsibility Questionnaire should be created or updated at the OSC's website: <https://portal.osc.state.ny.us>.)

**Please refer to Attachment 6: Checklist for Proposal Submission.**

In addition, all evidence and documentation requested under Section D: Proposal Requirements (Proposal Content) must be provided at the time the proposal is submitted.

**4. MSSNY RESERVES THE RIGHT TO:**

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

**5. Payment:**

If awarded a sub-contract, the contractor shall address request-for-payment vouchers along with supporting budget milestone and deliverable reports including invoices to the State's designated payment office:

**The Medical Society of the State of New York  
c/o Mr. Phillip Schuh  
Chief Financial Officer, MSSNY  
865 Merrick Avenue  
P. O. Box 9007  
Westbury, NY 11590**

Please forward the voucher and related materials to the **HIT Project Administrator, Ron Pucherelli** at:

**The Medical Society of the State of New York  
One Commerce Plaza, Suite 408  
Albany, NY 12210  
c/o Ron Pucherelli, HIT Project Administrator  
Tel: 518-465-8085**

**6. Award Funding:**

Funding for this demonstration project is contingent upon receipt of funds by MSSNY from New York State. One award will be awarded. In the event that inadequate funds exist to award the successful Bidder the full amount requested, MSSNY reserves the right to negotiate a reduction in the amount awarded to the project.

**7. Funding Period:**

Project funding is to cover a period of thirteen (13) months. However, funding payments will be made upon completion of milestones and deliverables and reconciliation of invoices,

expenditures, etc. performed by MSSNY and payment is also predicated upon MSSNY's receipt of such funding from the State or as defined in the miscellaneous consultant services contract', which will be executed with the awardee as part of the Miscellaneous Consultant Services Sub-Contract with MSSNY.

**8. Disbursement:**

The proposal entry attaining the highest point total will be awarded the funding. Upon execution of a miscellaneous consultant services contract and MSSNY's receipt of funding from the State, a proposal awardee will receive payments upon completion of milestones and deliverables subject to the final miscellaneous consultant services contract. The remainder of the award will be made upon MSSNY's receipt of such installment funding from the State or as defined in the miscellaneous consultant services contract which will be executed with the proposal awardee as part of the Miscellaneous Consultant Services Contract with MSSNY. Each payment is contingent upon the achievement of project milestones and completed deliverables.

The Contractor shall submit a work plan, milestone/task completion reports, along with other required documentation such as invoices and required reports of expenditures to MSSNY upon completion of milestones and deliverables as outlined in the miscellaneous consultant services contract to the MSSNY HIT Project Administrator, who will review, reconcile to submitted budget and submit to the State's designated payment office.

Please send to:

**The Medical Society of the State of New York  
One Commerce Plaza, Suite 408  
Albany, NY 12210  
c/o Ron Pucherelli, HIT Project Administrator  
Tel: 518-465-8085**

All payment and reporting requirements will be detailed in the final miscellaneous consultant services contract.

**9. Term of Contract:**

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

The contract will not be renewable and will run for thirteen (13) consecutive months from the date of execution of the miscellaneous consultant services contract.

The expected start date is December 7, 2009 with an end date of January 7, 2011.

This agreement may be canceled at any time by MSSNY 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.

**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 three months from date of award or non-award announcement.

## **G. GENERAL SPECIFICATIONS (NYS)**

### **1. Vendor Responsibility Questionnaire:**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Bidders are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (See Appendix K of the Miscellaneous Consultant Services Contract sample included in Attachment 1).

### **2. 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.

### **3. Lobbying Statute:**

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

- 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 lobbyist's 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.

#### **4. Accessibility of State Agency Web-based Intranet and Internet Information and Proposals:**

Any web-based intranet and internet information and proposals 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 Proposals”, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Proposals, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and proposals 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.

#### **5. 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/>

#### **6. 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.

#### **7. 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.

#### **8. M/WBE Utilization Plan for Subcontracting and Purchasing:**

The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) 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/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment ##) and submit this Plan with their bid documents. Bidders that are New York State certified MBE's or WBE's 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.

#### **H. INCLUDED APPENDICES – MISCELLANEOUS CONSULTANT SERVICES CONTRACT (ATTACHMENT 1)**

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 – Technical Proposal
- APPENDIX C – Financial Proposal
- 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 X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

**I. INCLUDED ATTACHMENTS**

1. Sample Miscellaneous Consultant Services Contract with Appendices (as indicated in Section H above)
2. Bidder Contact Information
3. Bidder Proposal Narrative
4. Bidder Characteristics & Qualifications
5. Bidder Cost Proposal
6. Request For Proposal Checklist including New York State Forms:
  - State Consultant Services Form A
  - NYS DOH Bid Form
  - M/WBE Utilization Plan Forms (if applicable)
  - Vendor Responsibility Questionnaire and Attestation
  - Contractor Certification to Covered Agency Form ST-220-CA



changes in term or consideration on an existing period or for renewal periods)

- \_\_\_ APPENDIX Q Modification of Standard Department of Health Contract Language
- \_\_\_ STATE OF NEW YORK AGREEMENT
- \_\_\_ APPENDIX B Technical Proposal
- \_\_\_ APPENDIX C Financial Proposal
- \_\_\_ APPENDIX D General Specifications
- \_\_\_ APPENDIX H Federal Health Insurance Portability and Accountability Act - Business Associate Agreement
- \_\_\_ APPENDIX E-1 Proof of Workers' Compensation Coverage
- \_\_\_ APPENDIX E-2 Proof of Disability Insurance Coverage

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

	.	
CONTRACTOR	.	STATE AGENCY
	.	
	.	
	.	
	.	
	.	
By: _____	.	By: _____
	.	
	.	
Printed Name	.	Printed Name
	.	
Title: _____	.	Title: _____
	.	
Date: _____	.	Date: _____
	.	
	.	State Agency Certification:
	.	"In addition to the acceptance of this contract,
	.	I also certify that original copies of this
	.	signature page will be attached to all other
	.	exact copies of this contract."
	.	

STATE OF NEW YORK        )  
                                          )SS.:  
County of \_\_\_\_\_)

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

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

## STATE OF NEW YORK AGREEMENT

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

### WITNESSETH:

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

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

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

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

The Medical Society of the State of New York  
c/o Mr. Philip Schuh  
Chief Financial Officer, MSSNY  
865 Merrick Avenue  
P. O. Box 9007  
Westbury, NY 11590

- B. Payment of such invoices is contingent upon receipt of funds by MSSNY from New York State (NYS Department of Health) and shall be made in accordance with Article XI-A of the New York State Finance Law.
- C. This sub-contract is structured as a deliverables contract which incorporates specific milestones, timelines and deliverables. Payment is based upon completion of those milestones and deliverables and within the contracted timeline, and contingent upon receipt of funds by MSSNY from New York State (NYS Department of Health).

### III. Term of Contract

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

### IV. Proof of Coverage

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

- A. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:

1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
2. C-105.2 – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
3. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.

B. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:

1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
2. DB-120.1 – Certificate of Disability Benefits Insurance OR
3. DB-155 – Certificate of Disability Benefits Self-Insurance

**APPENDIX A**  
**STANDARD CLAUSES FOR NYS CONTRACTS**

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

- 1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the 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 220e 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 setoff. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff 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.

## APPENDIX B

### TECHNICAL PROPOSAL (SAMPLE)

MSSNY and selected bidder, along with representatives from the NYS Department of Health (NYSDOH) and the New York eHealth Collaborative (NYeC), will work with rural and solo and small group physician practices, to plan, design, build, and begin operations for PPSOs that will focus on the following goals to improve the efficiency and effectiveness of health care consistent with the health IT vision and strategy being employed by the NYS Department of Health and NYeC.

To achieve these goals, MSSNY and the selected bidder will:

- Initially establish a statewide working group to design the governance and operational components of the proposed PPSOs. MSSNY and selected bidder will recruit and select expert working group members to develop the appropriate governance models for these organizations to include organizational, management, and business considerations. Work group members would include experts with experience in EHR implementation in rural practice settings, legal experts, experts in practice redesign and quality measures as well as representatives from other specialty physician organizations in NYS including those representing Internal Medicine, Family Medicine and Pediatrics. Moreover, in order to assure appropriate coordination with the ongoing statewide health IT strategy, the work group will also include representatives from NYeC and the NYS Department of Health.
- After determining the feasible governance structures, MSSNY and the selected bidder will implement a demonstration program including three sub-regional physician practice support organizations, hereinafter referred to as Sub-Regional Solutions to address the issues of access to care, care coordination, evidence-based guidelines, quality of care and performance reporting. The sub-regional solutions will include costs of interfaces, software and other technical costs and support services to facilitate data access / exchange and connectivity with Regional Health Information Organizations (RHIOs) efforts and the Statewide Health Information Network for New York (SHIN-NY), enhanced quality of care evaluation and performance reporting in compliance with the policies and technical requirements of the NYeC collaborative process and SHIN-NY.
- In a final step, MSSNY and the selected bidder will re-convene the statewide working group to evaluate the lessons learned from the pilot of three sub-Regional solution implementations and make recommendations regarding implications and possible structures for the potential statewide expansion of implementation of PPSOs as needed to provide connectivity for small and rural practices throughout New York State.

In addition to working towards the overall program objectives, the program's expectations of the project that will be awarded a miscellaneous consultant services contract are as follows:

- Affirmation of willingness on the part of selected bidder organization to work with MSSNY to create Physician Practice Support Organizations augmenting physician practice capabilities to achieve the quality of care based practice performance enhancements that are required to meet the NCQA PPC-PCMH.
- Demonstration of the ability to aggregate and analyze practice performance and quality data.
- Affirmation of the willingness on the part of selected bidder organization to facilitate multi-stakeholder participation in the demonstration and to engage with the payor community to effectuate a change in the reimbursement model used within the sub-regional communities.

**Project Deliverables:**

The following deliverables are expected to be completed by the selected bidder organization at the direction of and in concert with MSSNY. Please enter estimated dates of completion.

1. Develop Statewide Working Group Recommendations for Governance Structure of Physician Practice Support Organization including a prospective scope of support services to augment a provider organization, in addition to governance, organizational and management structures, and business models;
2. Conduct a Regional Baseline Readiness Assessment of Physician Practices;
3. Technology Component: develop a Business Plan for Physician Practice Support Organization Care Management, Quality Measurement and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH;
4. Technology Component: develop Design Specifications for Physician Practice Support Organization Care Management, Quality Measurement and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH;
5. Technology Component: develop an Implementation Plan for Physician Practice Support Organization Care Management, Quality Measurement, and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH including the identification of outstanding issues and a plan for resolution;
6. Provide a detailed Business Plan describing the Sub-regional Solution to be implemented for the demonstration program including governance structure and scope of services considerations;
7. Develop an Implementation Plan for the Three (3) Sub-regional Solutions including the development plan, critical success factors for the implementations, and identification of implementation risks and risk mitigation strategies;
8. Technology Component: Develop an Operating Plan for Physician Practice Support Organization Care Management, Quality Measurement, and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH ;
9. Develop and maintain an Implementation Progress Report of Sub-regional Solutions including identification of outstanding issues within project, plan for outstanding issue resolution, an overview of major activities of the implementation phase, and important future activities;
10. Publish a Final Report on the Three (3) Sub-regional Solutions including a description of the implemented Sub-regional solutions, implementation lessons learned, and recommendations for future steps within the Three (3) Sub-regional Solutions; and,
11. Publish Statewide Working Group Recommendations for Statewide Implementation of Physician Practice Support Solutions applicable to governance, organizational structure, financial implications and lessons learned.

**Please include a Project Work Plan including tasks, milestones, deliverables and start/end dates.**

## APPENDIX C: FINANCIAL PROPOSAL

Milestone and Deliverable Costs with Completion Dates must be inserted here upon execution of sub-contract.

Milestone	Milestone Description	Milestone Cost	Milestone Completion Date (Expressed as Project Quarter)
1.	Develop Statewide Working Group Recommendations for Governance Structure of Physician Practice Support Organization including a prospective scope of support services to augment a provider organization, in addition to governance, organizational and management structures, and business models;		
2.	Conduct a Regional Baseline Readiness Assessment of Physician Practices;		
3.	Technology Component: develop a Business Plan for Physician Practice Support Organization Care Management, Quality Measurement and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH;		
4.	Technology Component: develop Design Specifications for Physician Practice Support Organization Care Management, Quality Measurement and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH;		
5.	Technology Component: develop an Implementation Plan for Physician Practice Support Organization Care Management, Quality Measurement, and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH including the identification of outstanding issues and a plan for resolution;		
6.	Provide a detailed Business Plan describing the Sub-regional Solution to be implemented for the demonstration program including governance structure and scope of services considerations;		
7.	Develop an Implementation Plan for the Three (3) Sub-regional Solutions including the development plan, critical success factors for the implementations, and identification of implementation risks and risk mitigation strategies;		
8.	Technology Component: Develop an Operating Plan for Physician Practice Support Organization Care Management, Quality Measurement, and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH ;		
9.	Develop and maintain an Implementation Progress Report of Sub-regional Solutions including identification of outstanding issues within project, plan for outstanding issue resolution, an overview of major activities of the implementation phase, and important future activities;		
10.	Publish a Final Report on the Three (3) Sub-regional Solutions including a description of the implemented Sub-regional solutions, implementation lessons learned, and recommendations for future steps within the Three (3) Sub-regional Solutions; and,		
11.	Publish Statewide Working Group Recommendations for Statewide Implementation of Physician Practice Support Solutions applicable to governance, organizational structure, financial implications and lessons learned.		

**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 nonexclusive 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.

## 4. 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 judgment of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not

exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

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

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

V. Conflicts:

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

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT: The New York State Department of Health recognizes the need to take affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy.

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

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

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

X. Contract Insurance Requirements:

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

a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

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

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

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

Y. Certification Regarding Debarment and Suspension:

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive

departments and agencies shall participate in a government-wide system for nonprocurement 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 Nonprocurement 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.

## APPENDIX H

### Federal Health Insurance Portability and Accountability Act Business Associate Agreement

#### Governing Privacy and Security

##### I. Definitions:

(a) A Business Associate@ shall mean the CONTRACTOR.

(b) A 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 (AHIPAA@), 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. Permitted Uses and Disclosures by Business Associate**

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

**Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an**

addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

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

**(1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.**

**(2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.**

**(3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR '164.502(j)(1).**

**IV. Obligations of Covered Program**

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

**(a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.**

**(b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.**

**(c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.**

**V. Permissible Requests by Covered Program**

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

## **VI. Term and Termination**

(a) **Term**. The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.

(b) **Termination for Cause**. Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.

### **(c) Effect of Termination**

(1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **VII. Violations**

**(a)** It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

**(b)** The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.

## **VIII. Miscellaneous**

**(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.

**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 addition (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-\_\_\_\_\_

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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: \_\_\_\_\_



## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

## APPENDIX E-2

### Proof of Disability Insurance Coverage

#### DISABILITY BENEFITS INSURANCE CONTRACT BULLETIN

##### Revised Prescribed Form DB-120.1, Certificate of Insurance Coverage under the NYS Disability Benefits Law

Date: May 18, 2006

In accordance with Section 220 (8) of the NYS Disability Benefits Law, Form DB-120.1 is the prescribed form that serves as the certificate of insurance coverage under the NYS Disability Benefits Law. Form DB-120.1 has been revised effective May 18, 2006. The following revisions to the form are required to streamline and expedite the issuance of Form DB-120.1 to applicants receiving a permit, license or contract issued by a municipal, county or state agency. **Carriers must issue this revised version of the DB-120.1 beginning 30 days after the date of this letter.**

Disability Benefits carriers have been advised by a separate communication on how to obtain revised Form DB-120.1.

A copy of Section 220 (8) of the NYS Disability Benefits Law is printed on the back of this bulletin.

#### Outline of Revisions

Revised Form DB-120.1 contains three major changes.

First, the section to be completed by the employer is eliminated since insureds in many instances currently do not sign the forms or provide any input on the form.

Second, there is a box created for the "Certificate Holder", the government entity that is requesting proof of disability benefits coverage. This entity must receive Form DB-120.1 before a permit, license or contract is issued. Please note that **the carrier or licensed agent** can fill out the form with limited information from the insured. The insured should supply **the carrier or licensed agent** with the mailing address of the government entity requiring the certificate. (For example: Building Department, Town of Colonie, 347 Old Niskayuna Road - Room 200, Latham, New York 12110)

Third, Form DB-120.1 is completed by the insurance carrier or its licensed insurance agents (with final sign off by the NYS Workers' Compensation Board if the insurance carrier is not insuring all employees pursuant to the NYS Disability Benefits Law). Licensed insurance agents are licensed by the NYS Insurance Department, and have binding authority. Allowing licensed insurance agents to complete Form DB-120.1 will maintain controls on the issuance of the form, and usually expedite the issuance of the forms since licensed insurance agents can issue these forms themselves and not rely on the insurance carrier. Please note that insurance brokers (sales people without binding authority) are never allowed to issue these forms unless they are also licensed insurance agents authorized to write NYS disability benefits insurance policies.

**This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box 3c.** (Please note that disability benefits insurance policies are legally active until cancelled. However, disability benefit policies are written for a specific period of time (e.g., 1/1/05 to 1/1/06). Accordingly, that is the time period that should be included in the policy period.)

#### Additional Information ONLY for Carriers using DB-120.1 Certificate Validation Processes

Certain carriers have requested space on the form for their certificate validation process. Space is available for this purpose on either the back of the form (below Paragraph b of Section 220 Subd. 8) or in certain circumstances on the front of the form. If a DB carrier only writes DB policies where it is covering all employees of an employer, there is some extra space under Item 4b that may be unnecessary. The carrier may choose to transfer some of this dead space to the bottom of the front page and put the certificate verification information there. Either format is acceptable.

Please contact Steve Carbone from the Board's Bureau of Compliance at 518-486-6307 if you have any questions or require any additional information.

Thank you for your continued cooperation.

## NYS Disability Benefits Law §220 Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

**ATTACHMENT 2: Bidder Contact Information**

This must be completed by the Bidder participating in the RFP process. The Bidder must designate an authorized individual to assume the representative role.

**Proposal #:** \_\_\_\_\_ **(Bidders must leave this space blank.)**

**Project Name:** \_\_\_\_\_

**Bidder Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Main Phone Number:**     \_\_ (\_\_\_\_) \_\_\_\_\_

**Cell Phone Number:** \_\_ (\_\_\_\_) \_\_\_\_\_

**Fax Phone Number:** \_\_ (\_\_\_\_) \_\_\_\_\_

**Website URL, if any:** \_\_\_\_\_

**Tax Status: Check one:** \_\_ For Profit \_\_ Not-for Profit \_\_ Public

**Employer Identification Number (EIN):** \_\_\_\_\_

**Parent Organization, If Any:** \_\_\_\_\_

**Relationship to Parent Organization:** \_\_\_\_\_

**CONTACT INFORMATION FOR THIS VENDOR**

**Contact Person Name:** \_\_\_\_\_

**Contact Person Title:** \_\_\_\_\_

**Contact Person Phone Number:** \_\_ (\_\_\_\_) \_\_\_\_\_

**Contact Person Cell Number:**     \_\_ (\_\_\_\_) \_\_\_\_\_

**Contact Person Fax Number:**     \_\_ (\_\_\_\_) \_\_\_\_\_

**Contact Person e-Mail Address:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

## ATTACHMENT 3: Bidder Proposal Narrative

<b>PROJECT NAME:</b>
<b>Bidder Name:</b>

Please describe the proposed project in narrative form in 5 – 8 pages for completion of the Technical Submission Packet; these pages are in addition to the information required in the RFP Attachments 3 and 4. In writing your narrative, please address the following areas and questions, and number these responses accordingly in the narrative. You must include documented evidence where applicable, beyond the narrative 5 – 8 pages, and submit with this attachment.

### I. Project Overview:

1. Describe in your own words the project mission: what it will do, how it will do it, and the makeup of the project team's organization including the roles of the various resources.
2. Describe in your own words, what are the goals of this project?
3. How will the proposed project meet the Project Expectations that the Demonstration program has required for the Bidder to be awarded funding, as described in Section C: Proposal Requirements of the RFP?
4. What are the concrete outcomes expected of this proposed project (include relevant and demonstrated instances to support how the capabilities of the implemented system would achieve the expected outcomes)?
  - a. How will you evaluate whether the intended outcomes were achieved?
  - b. Explain how progress towards meeting proposed project outcomes will be monitored.
  - c. Who will be responsible for coordinating the pilot participants and managing implementation of the project, and describe how will this be done?

### II. Statement of Need:

1. Describe the need for funding to meet the Demonstration Program Objectives;
2. How will this funding help overcome existing conditions in the Adirondack Region and improve patient access to coordinated care? Explain any anticipated problems to providing proposed services and the strategies for overcoming these conditions.

### III. System Implementation:

1. Describe how the proposed program activities will be integrated within the community or other regionally based organization;

2. Describe the group's experience working collaboratively with other physician practices and other healthcare stakeholders in the community;
3. Describe the background and experience level in PCMH capabilities of the bidder who will be providing the PCMH expertise for the project. Provide any necessary references.

#### IV. Quality Improvement

1. Describe how the project will use its expanded capability to conduct quality improvement efforts in clinical performance;
2. Clinical Measures: Discuss how you will track the pilot's designated clinical performance measures: coronary artery disease, diabetes, heart failure, hypertension and clinical preventive services such as child obesity. Describe how you would use the clinical measures' data to change the office practice and change the way care is provided in the area;
3. Care management: Describe the use of your tools or other planned technical enhancements to develop registries in at least two clinical categories (such as coronary artery disease, diabetes, heart failure, hypertension or clinical preventive services). Discuss how you would use these registries to produce prompts and reminders for the clinicians and patients and also to develop patient-specific care plans.
4. Describe how the project will conduct formal quality improvement projects to evaluate the system design, including issues pertaining to infrastructure, resources, staff development and staffing patterns needed to support the proposed project.
5. Explain how progress towards meeting proposed program outcomes will be monitored, how the need to revise the application will be recognized, and how changes will be implemented.

#### V. Project Deliverables

Describe how the following deliverables will be completed:

1. Develop Statewide Working Group Recommendations for Governance Structure of Physician Practice Support Organization including a prospective scope of support services to augment a provider organization, in addition to governance, organizational and management structures, and business models;
2. Conduct a Regional Baseline Readiness Assessment of Physician Practices;
3. Technology Component: develop a Business Plan for Physician Practice Support Organization Care Management, Quality Measurement and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH;
4. Technology Component: develop Design Specifications for Physician Practice Support Organization Care Management, Quality Measurement and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH;
5. Technology Component: develop an Implementation Plan for Physician Practice Support Organization Care Management, Quality Measurement, and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH including the identification of outstanding issues and a plan for resolution;
6. Provide a detailed Business Plan describing the Sub-regional Solution to be implemented for the

demonstration program including governance structure and scope of services considerations;

7. Develop an Implementation Plan for the Three (3) Sub-regional Solutions including the development plan, critical success factors for the implementations, and identification of implementation risks and risk mitigation strategies;
8. Technology Component: Develop an Operating Plan for Physician Practice Support Organization Care Management, Quality Measurement, and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH ;
9. Develop and maintain an Implementation Progress Report of Sub-regional Solutions including identification of outstanding issues within project, plan for outstanding issue resolution, an overview of major activities of the implementation phase, and important future activities;
10. Publish a Final Report on the Three (3) Sub-regional Solutions including a description of the implemented Sub-regional solutions, implementation lessons learned, and recommendations for future steps within the Three (3) Sub-regional Solutions; and,
11. Publish Statewide Working Group Recommendations for Statewide Implementation of Physician Practice Support Solutions applicable to governance, organizational structure, financial implications and lessons learned.

### **Project Expectations:**

Bidder must affirm the willingness to work with MSSNY to create Physician Practice Support Organizations augmenting physician practice capabilities to achieve the quality of care based practice performance enhancements that are required to meet the NCQA PPC-PCMH. **Bidder must complete the Project Expectations Attestation Form.**

Bidder must demonstrate the ability to aggregate and analyze practice performance and quality data. Bidder must provide documented evidence.

Bidder must affirm the willingness to facilitate multi-stakeholder participation in the demonstration and to engage with the payor community to effectuate a change in the reimbursement model used within the sub-regional communities. **Bidder must complete the Project Expectations Attestation Form.**

# Project Expectations Attestation

Bidder Name  
Street Address  
City, New York, Zip

FAU Control Number: 0907131043

To: The Medical Society of the State of New York:

This hereby serves as an attestation to the following project expectations:

- 1. Bidder will work with MSSNY to create Physician Practice Support Organizations augmenting physician practice capabilities to achieve the quality of care based practice performance enhancements that are required to meet the NCQA PPC-PCMH;**
- 2. Bidder will facilitate multi-stakeholder participation in the demonstration and to engage with the payor community to effectuate a change in the reimbursement model used within the sub-regional communities.**

In addition, **Bidder will provide and attach to this attestation evidence of your demonstrated experience in the ability to aggregate and analyze practice performance and quality data.**

***Failure to provide evidence of demonstrated experience as indicated above and to fulfill this attestation shall result in bidder's disqualification of the project.***

Signed:

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**ATTACHMENT 4: Bidder Characteristics & Qualifications**

<b>PROJECT NAME:</b>
<b>Bidder Name:</b>

Please complete the following for **EACH** resource involved in the project and **attach a resume for that individual**. Copy this sheet for additional resources, as needed. In addition, please provide an explanation describing how each qualification will be met and include/attach documented evidence illustrating the experience necessary to meet these qualifications, as well as Preferred Bidder Target Efforts and Project Characteristic Priorities will be met.

Resource Name	E=Employed  C=Consulting	Position Title	Area of Expertise based on Qualifications described in Section B	Number of Years Experience as a Subject Matter Expert
Lead Resource:				
Resource:				
Resource:				
Resource:				
Resource:				

### **Bidder Qualifications, Preferred Bidder Target Efforts, Project Characteristic Priorities**

Experience and qualifications: The Bidder shall submit evidence to the satisfaction of the Department of Health and MSSNY 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 Bidder shall submit at least two references to substantiate meeting these qualifications, target efforts and characteristic priorities.

#### **Please describe how you will meet each Bidder Qualification.**

1. A demonstrated knowledge and experience of performance reporting capabilities and interoperable patient data exchange among project's stakeholders.
2. A demonstrated knowledge and experience to develop and implement 'service-type' organizations as resources for community physicians and other providers involved with the coordination of care.:
3. A demonstrated knowledge and experience of the NCQA Standards and Guidelines for the Patient-Centered Medical Home.
4. A demonstrated experience in developing/incorporating evidence-based guidelines in point-of-care settings.
5. A demonstrated experience in data aggregation, analytics and data base management.
6. A demonstrated experience in developing a program that incorporates practice transformation and redesign, and producing quality measures to report improved care outcomes.
7. A demonstrated experience in developing the tools necessary to bring about effective practice transformation and redesign, and to produce quality measures to report improved care outcomes.
8. A demonstrated experience in addressing the issues of access to care, care coordination, evidence-based guidelines, quality of care and performance reporting.
9. A demonstrated experience in enhanced quality of care evaluation and performance reporting in accordance with the policies and technical requirements set by a particular state.
10. A demonstrated experience in developing support services to facilitate data access / exchange and connectivity with Regional Health Information Organizations (RHIO) and/or Health Information Exchanges (HIE).
11. A demonstrated knowledge of primary care and specialty practices including Internal Medicine, Family Medicine and Pediatrics.
12. A demonstrated knowledge of the ongoing NYS HIT strategy which include RHIOs, CHITAs and the New York State Health Information Network (SHIN-NY).
13. A demonstrated knowledge and experience contracting with physicians in various practice settings including solo, small, medium and large groups, federally qualified health centers (FQHCs) and hospital clinics.

**Preferred Bidder Target Efforts**

**Please describe how you will meet the Preferred Bidder Target Efforts :**

1. Bidder organization has a proven track record of establishing successful Patient-Centered Medical Home program(s) in one or more multi-practice communities.
2. A demonstrated background in data aggregation and analysis culminating in the enhancement of physician reimbursement.
3. Bidder has coordinating capacity and demonstrated experience necessary to facilitate successful project completion.
4. Bidder has knowledge of the technology needs of physicians and other health care stakeholders who practice within the Adirondack Region.

**Project Characteristic Priorities**

**Please describe how you will meet the Project Characteristic Priorities:**

1. Designated regional physician-focused projects demonstrating patient-centered medical home care.
2. Likelihood for successful project implementation within designated timeframe and award funds.
3. Defined outcomes measurement in order to evaluate impact of project implementation.
4. High degree of care coordination to be achieved among project participants and others involved in the regional health care system.
5. Potential for project expansion locally within the designated region, or for replication in other areas.

**Authorized Bidder Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_



**Section C: Milestone Costs with Completion Dates**

Milestone	Milestone Description	Milestone Cost	Milestone Completion Date (Expressed as Project Quarter)
1.	Develop Statewide Working Group Recommendations for Governance Structure of Physician Practice Support Organization including a prospective scope of support services to augment a provider organization, in addition to governance, organizational and management structures, and business models;		
2.	Conduct a Regional Baseline Readiness Assessment of Physician Practices;		
3.	Technology Component: develop a Business Plan for Physician Practice Support Organization Care Management, Quality Measurement and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH;		
4.	Technology Component: develop Design Specifications for Physician Practice Support Organization Care Management, Quality Measurement and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH;		
5.	Technology Component: develop an Implementation Plan for Physician Practice Support Organization Care Management, Quality Measurement, and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH including the identification of outstanding issues and a plan for resolution;		
6.	Provide a detailed Business Plan describing the Sub-regional Solution to be implemented for the demonstration program including governance structure and scope of services considerations;		
7.	Develop an Implementation Plan for the Three (3) Sub-regional Solutions including the development plan, critical success factors for the implementations, and identification of implementation risks and risk mitigation strategies;		
8.	Technology Component: Develop an Operating Plan for Physician Practice Support Organization Care Management, Quality Measurement, and Performance Reporting Technology Component Consistent with Technical and Policy Design Established by NYeC and the NYS DOH;		
9.	Develop and maintain an Implementation Progress Report of Sub-regional Solutions including identification of outstanding issues within project, plan for outstanding issue resolution, an overview of major activities of the implementation phase, and important future activities;		
10.	Publish a Final Report on the Three (3) Sub-regional Solutions including a description of the implemented Sub-regional solutions, implementation lessons learned, and recommendations for future steps within the Three (3) Sub-regional Solutions; and,		
11.	Publish Statewide Working Group Recommendations for Statewide Implementation of Physician Practice Support Solutions applicable to governance, organizational structure, financial implications and lessons learned.		

**Authorized Bidder Signature:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_